



U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
OAKLAND OPERATIONS OFFICE

SYSTEM INTEGRATION OF A MULTI-MISSION RADIOISOTOPE
THERMOELECTRIC GENERATOR (MMRTG)

Request for Proposals

DE-RP03-02SF22307

Closing Date: August 12, 2002



DEPARTMENT OF ENERGY
National Nuclear Security Administration
1301 Clay Street
Oakland, California 94612-5208

June 13, 2002

TO: Offerors

SUBJECT: Executive Summary - Request for Proposals No. DE-RP03-02SF22307
System Integration of a Multi-Mission Radioisotope Thermoelectric
Generator (MMRTG)

Introduction

The Department of Energy (DOE) Oakland Operations Office (OAK) requests proposals for the System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG). This letter summarizes the background and the salient elements of the solicitation. It is not an integral part of the solicitation. In the event of any conflict between this executive summary and the solicitation, the solicitation will prevail.

Background

To meet the requirements for a lighter and more efficient radioisotope power system for future NASA missions, DOE intends to develop and demonstrate a new, safe, reliable, long-lived MMRTG suitable for use in various potential space exploration missions, including missions to the surface of Mars (and other planetary bodies) as well as in the vacuum of deep space. The intent is to develop the MMRTG as an option for use on potential future missions including 2009 Mars Mobile Science Laboratory, 2011 Outer Planet, and 2013 Mars Sample Return. The intent is to allow DOE to provide flight units with a minimum of three-years-lead-time from mission approval to launch. The MMRTG is intended to open the competition to the use of any thermoelectric materials that have demonstrated extended lifetime and performance in space use. The MMRTG should be sized for a heat source composed of eight (8) General Purpose Heat Source (GPHS) modules. Each GPHS module will provide approximately 250 watts thermal and will be fueled with plutonium-238 dioxide. The GPHS modules will be shipped to the DOE fueling and test facility to be integrated with the converter, resulting in the fueled MMRTG, which will then undergo final acceptance testing.

Purpose of Solicitation

The purpose of the solicitation is to select a Systems Integration Contractor for the MMRTG Project. OAK is interested in receiving offers from qualified commercial sources capable of planning, engineering, designing, fabricating, testing, inspecting, documenting, technical assisting, and providing project management to support the MMRTG Project.

The contemplated contractual effort will consist of separate phases. The contract type will be cost reimbursement with a fixed fee. The initial contract will award Phase I, while the following Phases II through VI will be options. Phase I will consist of the analysis, design, development, fabrication, and testing of an Engineering Electrically-heated Thermoelectric Generator (ETG). The Phase II Option will consist of the final design, fabrication, and testing of a Qualification ETG; Failure Mode Effects and Criticality Analysis (FMECA); and support of preliminary safety assessment studies.

Phases III through V are options for the production of mission specific Flight ETGs and mission and launch support. For proposal planning purposes, Phase III Option would use two (2) Flight MMRTGs for a potential 2009 Mars Mobile Science Laboratory Mission. Phase IV Option would use three (3) Flight MMRTGs for a potential 2011 Outer Planet Mission. Phase V Option would use (2) Flight MMRTGs for a potential 2013 Mars Sample Return Mission. Phase VI Option would consist of a spare Flight MMRTG that may be used as a backup spare for any of the potential missions discussed herein. DOE may select any of these options and/or combinations of options based on programmatic needs.

Contract Type

The contract type will be cost reimbursement with a fixed fee.

Contents of Solicitation

Sections B through J of the solicitation represent the draft contract and will be the basis for the contractual relationship between DOE and the selected offeror. Section K addresses the representations, certifications, and other statements of the offerors which should be completed and submitted in Volume I of the proposal. Section L represents the instructions, conditions, and notices to offerors. Section M addresses the evaluation factors which are the basis for award. Attachments contained at the end of the solicitation are used when preparing and submitting proposals in accordance with the proposal preparation instructions in Section L.

Contract Duration

The contract duration is expected to be ten years for all phases.

Security Clearances

The systems design and integration of the MMRTG is unclassified. However, some of the interactions with the DOE fueling and test facility, NASA, LANL and other entities may require personnel with appropriate security clearances. It is anticipated that approximately four (4) "L" level clearances will be necessary for the interaction with the DOE fueling and test facility and five (5) "L" level clearances may be needed for interacting with NASA at the launch site.

Preproposal Conference

A preproposal conference will not be held. All questions concerning this solicitation should be submitted by fax or e-mail to Wayne Bryan, Contracting Officer. The fax number is (510) 637-2004. The e-mail address is wayne.bryan@oak.doe.gov. Written responses to all questions received by fax or e-mail by June 27, 2002, will be posted as an amendment to the solicitation.

Proposal Responses

Proposal responses to the Solicitation must be received not later than 3:00p.m. local time on August 12, 2002. See Part II-Section L, Clause L.041 of the Solicitation Document for detailed preparation and delivery instructions.

Please advise me as soon as possible of your intention to submit a proposal in response to this Solicitation by returning Attachments IX, "Intention To Propose" form.

Sincerely,

Wayne Bryan
Contracting Officer

Enclosures:

RFP DE-RP03-02SF22307
and Attachments

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 94 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DE-RP03-02SF22307	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED June 10, 2002	6. REQUISITION/PURCHASE NUMBER 03-02SF22307.000	
7. ISSUED BY U.S. Department of Energy Oakland Operations Office 1301 Clay Street, Room 700N Oakland, CA 94612-5208		8. ADDRESS OFFER TO (if other than item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and bidder".

SOLICITATION	
9. Sealed offers in original and <u>See L.041</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried in the depository located in <u>See L.007</u> until _____ local time _____ (Hour) _____ (Date)	
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	

10. FOR INFORMATION CALL:	A. NAME Wayne Bryan	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS wayne.bryan@oak.doe.gov
		AREA CODE 510	NUMBER 637-1712	EXT.

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

16A. NAME AND ADDRESS OF OFFEROR	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 2534(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.003 ITEMS BEING ACQUIRED (MAY 1996)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

- Item 1 - System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG) - Phase I in accordance with Part III, Section J, Statement of Work. (See Attachment I)
- Item 2 - Reports in accordance with "Reporting Requirements Checklist", DOE Form 1332.1, as listed in Part III, Section J. (See Attachment II)

B.004 ESTIMATED COST AND FIXED FEE - ALTERNATE I - PHASE I

- (a) The estimated cost of the work is \$ _____. ***.
- (b) The fixed fee payable to the Contractor is \$ _____. ***. The fixed fee shall be payable in monthly installments based upon the percentage of work completed as determined by the Contracting Officer.
- (c) The total estimated contract amount is \$ _____. ***. Of this amount, \$ _____. *** is available for operating expenses (\$ _____. *** for cost and \$ _____. *** for fee).
- (d) Notwithstanding paragraph (c) above and pursuant to the clause entitled "Limitation of Funds" (FAR 52.232-22), the amount of \$ _____. *** has been allotted by the Government. Of these funds, \$ _____. *** is available for operating expenses (\$ _____. ** for cost and \$ _____. *** for fixed fee). It is estimated that the allotted amount will cover a period of performance from the effective date of this contract through _____. ***.

B.016 OPTION FOR PHASE II OF THE STATEMENT OF WORK

- (a) The Government may direct the Contractor to proceed with the following:
 - (1) Option Description: System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG) - Phase II - in accordance with the Statement of Work as listed in Part III, Section J. Phase II reports and

CDRLs in accordance with the Reporting Requirements Checklist, as listed in Part III, Section J.

(2) Total Estimated Cost and Fixed Fee:

Estimated Cost \$ ***

Fixed Fee \$ ***

Total Estimated Cost and Fixed Fee: \$ ***

- (b) The Government's decision to direct the Contractor to proceed with the Phase II Work Scope will be provided to the Contractor at least 120 days prior to the completion of Phase I.
- (c) If the Government does not elect to continue the Phase II effort with the Contractor, this decision will not constitute a termination for Convenience as defined in FAR 52.249-4.

B.017 OPTION FOR PHASE III OF THE STATEMENT OF WORK

- (a) The Government may direct the Contractor to proceed with the following:

- (1) Option Description: System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG) - Phase III - in accordance with the Statement of Work as listed in Part III, Section J. Phase III reports and CDRLs in accordance with the Reporting Requirements Checklist, as listed in Part III, Section J.

(2) Total Estimated Cost and Fixed Fee:

Estimated Cost \$ ***

Fixed Fee \$ ***

Total Estimated Cost and Fixed Fee: \$ ***

- (b) The Government's decision to direct the Contractor to proceed with the Phase III Work Scope will be provided to the Contractor at least 120 days prior to the completion of Phase II.

- (c) If the Government does not elect to continue the Phase III effort with the Contractor, this decision will not constitute a termination for Convenience as defined in FAR 52.249-4.

B.018 OPTION FOR PHASE IV OF THE STATEMENT OF WORK

- (a) The Government may direct the Contractor to proceed with the following:

- (1) Option Description: System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG) - Phase IV - in accordance with the Statement of Work as listed in Part III, Section J. Phase IV reports and CDRLs in accordance with the Reporting Requirements Checklist, as listed in Part III, Section J.

- (2) Total Estimated Cost and Fixed Fee:

Estimated Cost \$ _____ ***

Fixed Fee \$ _____ ***

Total Estimated Cost and Fixed Fee: \$ _____ ***

- (b) The Government's decision to direct the Contractor to proceed with the Phase IV Work Scope will be provided to the Contractor at least 120 days prior to the completion of Phase III.
- (c) If the Government does not elect to continue the Phase IV effort with the Contractor, this decision will not constitute a termination for Convenience as defined in FAR 52.249-4.

B.019 OPTION FOR PHASE V OF THE STATEMENT OF WORK

- (a) The Government may direct the Contractor to proceed with the following:

- (1) Option Description: System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG) - Phase V - in accordance with the Statement of Work as listed in Part III, Section J. Phase V reports and CDRLs in accordance with the Reporting Requirements Checklist, as listed in Part III, Section J.

(2) Total Estimated Cost and Fixed Fee:Estimated Cost \$ ***Fixed Fee \$ ***Total Estimated Cost and Fixed Fee: \$ ***

- (b) The Government's decision to direct the Contractor to proceed with the Phase V Work Scope will be provided to the Contractor at least 120 days prior to the completion of Phase IV.
- (c) If the Government does not elect to continue the Phase V effort with the Contractor, this decision will not constitute a termination for Convenience as defined in FAR 52.249-4.

B.020 OPTION FOR PHASE VI OF THE STATEMENT OF WORK

- (a) The Government may direct the Contractor to proceed with the following:

- (1) Option Description: System Integration of a Multi-Mission Radioisotope Thermoelectric Generator (MMRTG) - Phase VI - in accordance with the Statement of Work as listed in Part III, Section J. Phase VI reports and CDRLs in accordance with the Reporting Requirements Checklist, as listed in Part III, Section J.

(2) Total Estimated Cost and Fixed Fee:Estimated Cost \$ ***Fixed Fee \$ ***Total Estimated Cost and Fixed Fee: \$ ***

- (b) The Government's decision to direct the Contractor to proceed with the Phase VI Work Scope will be provided to the Contractor at least 120 days prior to the completion of Phase II.

- (c) If the Government does not elect to continue the Phase VI effort with the Contractor, this decision will not constitute a termination for Convenience as defined in FAR 52.249-4.

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.001 STATEMENT OF WORK (MAY 1996)

The Statement of Work is an attachment to this contract as listed in Part III, Section J.

C.002 REPORTS (FEB 1998)

Reports shall be in accordance with the "Reporting Requirements Checklist", as listed in Part III, Section J.

C.003 PREPARATION AND TRANSMITTAL OF SCIENTIFIC AND TECHNICAL INFORMATION (MAR 2000)

- (a) The Contractor shall deliver Scientific and Technical Information (STI) in accordance with DOE Order 241.1, "Scientific and Technical Information Management," and its accompanying DOE Guide 241.1-1, "Guide to the Management of Scientific and Technical Information." Both documents can be accessed on the internet at "<http://www.directives.doe.gov>", and are incorporated in this contract by reference.
- (b) The Contractor shall submit each report or other STI product electronically on the DOE Energy Link System (E-Link). The following formats are acceptable: Word Perfect, MS Word. The E-Link data base may be accessed on the internet at "<http://www.osti.gov/mlink>". Each report or other STI product shall be accompanied by a complete and accurate DOE Form 241.3, "Announcement of Department of Energy (DOE) Direct Procurement Scientific and Technical Information." This form is also available on the internet website given above.
- (c) DOE will return any report or other STI product submitted without a complete DOE Form 241.3. No action will be taken by DOE until a complete 241.3 is received along with the report or other STI product.
- (d) Each report or other STI product must be accompanied by a separate DOE Form 241.3.
- (e) Do not send reports or other STI products directly to the Office of Scientific and Technical Information (OSTI). The Contractor shall refer to the Reporting Requirements Checklist attached to this instrument for the appropriate addressees.

SECTION D
PACKAGING AND MARKING

D.001 PACKAGING (MAY 1996)

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Except for those reports required by the Reporting Requirements Checklist of the contract which are coded by A (As required) (e.g., Hot Line Report) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by use of first-class mail or some less costly method of postal delivery, unless the urgency of the deliverable sufficiently justifies the use of a more expeditious method of delivery. Any use of a more expeditious method of delivery (e.g., U. S. Postal Service express, certified, or registered mail or private parcel delivery service) for the distribution of reports under this contract must be justified by the Contractor.

D.002 MARKING (MAY 1996)

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E
INSPECTION AND ACCEPTANCE

E.001 INSPECTION (MAY 1996)

Inspection of all items under this contract shall be accomplished by the DOE Project Manager, also referred to as the Contracting Officer's Representative (COR).

E.002 ACCEPTANCE (MAY 1996)

Acceptance of all work and effort under this contract (including "Reporting Requirements") shall be accomplished by the Contracting Officer.

E.020 FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT (COST REIMBURSEMENT) (APR 1984) is incorporated by reference.

SECTION F
DELIVERIES OR PERFORMANCE

F.003 PERIOD OF PERFORMANCE - Phase I

The Phase I work under this contract shall commence on *** and be completed by ***.

F.005 PRINCIPAL PLACE OF PERFORMANCE (MAY 1996)

F.020 PERIOD OF PERFORMANCE - Phase II OPTION

If the Option for Phase II is exercised the Phase II work under this contract shall commence on *** and be completed by ***.

F.021 PERIOD OF PERFORMANCE - Phase III OPTION

If the Option for Phase III is exercised the Phase III work under this contract shall commence on *** and be completed by ***.

F.022 PERIOD OF PERFORMANCE - Phase IV OPTION

If the Option for Phase IV is exercised the Phase IV work under this contract shall commence on *** and be completed by ***.

F.023 PERIOD OF PERFORMANCE - Phase V OPTION

If the Option for Phase V is exercised the Phase V work under this contract shall commence on *** and be completed by ***.

F.024 PERIOD OF PERFORMANCE - Phase VI OPTION

If the Option for Phase VI is exercised the Phase VI work under this contract shall commence on *** and be completed by ***.

SECTION G
CONTRACT ADMINISTRATION DATA

G.001 CORRESPONDENCE PROCEDURES (MAY 1996)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, excludes correspondence where patent, technical data, or other intellectual property issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Project Manager (see paragraph (a) of clause G.003 for the address), with an information copy of the correspondence to the DOE Contract Specialist (see paragraphs (c) and (d) of clause G.002 for the name and address) and to the cognizant Government Contract Administration Office (if other than DOE) designated on the face page of this contract.
- (b) Other Correspondence.
 - (1) If a Government Contract Administration Office is designated on the face page of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Contracting Officer at the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer (see paragraph (c) of clause G.002 for the address) and to the DOE Project Manager, and to the DOE Patent Counsel (where patent, technical data, or other intellectual property issues are involved) (see paragraph (a) of clause G.004 for the address).
 - (2) If no Government Contract Administration Office is designated on the face page of this contract, all correspondence, other than technical correspondence shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE Project Manager, and to the DOE Patent Counsel (where patent, technical data, or intellectual property issues are involved) (see paragraph (a) of clause G.004 for the address).
- (c) Subject Lines(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. (Insert the contract number from face page) (Insert subject topic after contract number, e.g. 'Request for subcontract placement consent')."

G.002 GOVERNMENT CONTACT FOR POST-AWARD ADMINISTRATION (MAY 1996)

The Contractor shall use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract, except technical correspondence matters (see paragraph (a) of clause G.001 for definition):

- (a) Government Contract Administration Office: If a Government Contract Administration Office is designated on the face page of this contract, the Contractor shall use the Contracting Officer at the Government Contract Administration Office so designated as the focal point of contact for all matters regarding this contract, except technical correspondence matters. If property administration is the only post-award contract administration function delegated with respect to this contract, the cognizant administrative agency shall be contacted only for those specific property administration functions so delegated.
- (b) DOE Contracting Officer: If no Government Contract Administration Office is designated on the face page of this contract, the Contractor shall use the DOE Contract Specialist designated in paragraph (d) below as the focal point of contact for all matters regarding this contract, except technical correspondence matters.
- (c) DOE Contracting Officer's Address: The DOE Contracting Officer's address is as follows:

U.S. Department of Energy
DOE Oakland Operations Office
Contracts, Acquisition and Property Division
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

- (d) DOE Contract Specialist: The DOE Contract Specialist for the contract is located at the address in paragraph (c) above and is as follows:

Name: Wayne Bryan

Telephone No.: (510) 637-1712

Facsimile No.: (510) 637-2004

G.003 DOE PROJECT MANAGER (MAY 1996)

- (a) The DOE Project Manager's mailing address and telephone number are as follows:

U.S. Department of Energy
DOE Oakland Operations Office
Livermore Environmental Programs Division
1301 Clay Street, Room 700N
Oakland, CA 94612-5208
ATTN: Roy Kearns

Telephone No.: (925) 422-1168
Facsimile No.: (925) 422-0832

- (b) The DOE Project Manager identified for this contract is the DOE Contracting Officer's Representative (COR). The Contractor shall use the COR as the point of contact on technical correspondence matters (see paragraph (a) of clause G.001 for definition), subject to the restrictions in clause H.002 entitled "Technical Direction."

G.004 DOE PATENT COUNSEL (MAY 1996)

- (a) To obtain information regarding inventions, patents, copyrights, proprietary legends, waivers of patent rights in identified inventions, administration of the patent and data duties and obligations of subcontractors, and other intellectual property issues (except those issues specified in paragraph (b) below) and to transmit copies of invention disclosure reports, manuscripts describing inventions for publication, patent applications, and other correspondence involving the above-described intellectual property issues, the DOE Patent Counsel's mailing address and telephone number are as follows:

U. S. Department of Energy
Patent Attorney, Prosecution Branch
P. O. Box 808, L-376
Livermore, CA 94550
ATTN: William Daubenspeck

Telephone No.: (925) 422-1426

- (b) To obtain information on issues involving advance patent waivers, software licenses, and exceptions, deviations, or modifications to the standard terms and

conditions in the patent rights and technical data rights clauses of this contract or of any subcontract, the DOE Patent Counsel's mailing address and telephone number are as follows:

U. S. Department of Energy
DOE Oakland Operations Office
Intellectual Property Law Division
1301 Clay Street, Room 700N
Oakland, CA 94612-5208
ATTN: Thomas O'Dwyer

Telephone No.: (510) 637-1679

G.005 BILLING INSTRUCTIONS (MAY 1996)

The Contractor shall submit invoices in accordance with the Billing Instructions identified in PART III - SECTION J, and other applicable clauses of this contract.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.001 CONSECUTIVE NUMBERING (MAY 1996)

Due to automated procedures employed in formulating this document, clauses contained within it may not always be consecutively numbered.

H.002 TECHNICAL DIRECTION (MAY 1996)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Project Manager or the COR identified elsewhere in this contract. The term "technical direction" is defined to include:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The DOE Project Manager or the COR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

- (c) All technical directions shall be issued in writing by the DOE Project Manager or the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the DOE Project Manager or the COR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the DOE Project Manager or the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I."

H.003 MODIFICATION AUTHORITY (MAY 1996)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work;
- (b) waive any requirement of this contract; or
- (c) modify any term or condition of this contract.

H.004 GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED AND
GOVERNMENT-FURNISHED - NONE (MAY 1996)

(a) Acquisition Authorization Requirements.

- (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such facilities, equipment (including office equipment), furniture, fixtures, or other real or personal property items as have been specifically authorized by the Contracting Officer by inclusion of such items on the LIST OF GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED attached to this contract (see Part III, Section J for the identification of the attachment).
- (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request for authorization of additional items shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
- (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which modifies the LIST OF GOVERNMENT PROPERTY - CONTRACTOR-ACQUIRED.
- (4) Authorization to acquire does not constitute consent to the placement of a subcontract.

(b) Government-Furnished Property.

Only that property specifically included in the LIST OF GOVERNMENT PROPERTY - FURNISHED attached to this contract shall be furnished (see Part III, Section J for the identification of the attachment).

(c) Reporting Requirements.

- (1) The reports required in accordance with 48 CFR Chapter 9, Part 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR Chapter 9, Part 945 and the forms' instructions.
- (2) The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

H.005 KEY PERSONNEL (MAY 1996)

- (a) Pursuant to the clause in Part II, Section I entitled "Key Personnel" (DEAR 952.235-70), the Contractor's key personnel are as follows:

<u>NAME</u>	<u>TITLE</u>
***	***
***	***
***	***

Key Personnel are dedicated full-time to this contract.

- (b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals.

H.006 SUBCONTRACTS (SEP 1998)

Prior to the placement of subcontracts and in accordance with the clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-2), the Contractor shall insure that:

- (a) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" (FAR 52.219-8) and "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" (FAR 52.219-9) listed in Part II, Section I, Subsection I Contract Clauses (DOE List 304) of the contract;
- (b) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.406-2) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in clause H.011 hereof); and
- (c) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or

any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

H.007 SERVICES OF CONSULTANTS (MARCH 2000)

- (a) In addition to the provisions of the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts," the prior written consent of the Contracting Officer also shall be obtained:
 - (1) For the utilization of the services of any consultant under this contract exceeding the daily rate of \$700, exclusive of travel costs; or
 - (2) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of \$7,000.
- (b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

H.010 CONFIDENTIALITY OF INFORMATION (MAY 1996)

- (a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:
 - (1) Information or data which is in the public domain at the time of receipt by the Contractor;
 - (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

- (3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
 - (4) Information or data which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to treat it in confidence.
- (b) The Contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the Contractor with such information or data.
- (c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.
- (d) This clause shall be included in any subcontract under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H.011 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS (MAY 1996)

The Representations, Certifications, and Other Statements of Bidders/Offerors, dated ***, for this contract are hereby incorporated by reference.

H.018 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE (MAY 1996)

Requirements for ADPE which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting

Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease vs. purchase determination.

H.019 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) LEASING (MAY 1996)

- (a) If the Contractor leases ADPE for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE vendor and to realize any other benefits earned through rental payments.
- (b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer.

H.020 LIMITATION ON PAYMENT FOR OVERTIME PREMIUMS - Phase I

Pursuant to paragraph (a) of the clause entitled "Payment for Overtime Premiums" (FAR 52.222-2) listed in Part II, Section I, Subsection I Contract Clauses (DOE List 304), the use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ ***.

H.027 RIGHTS TO PROPOSAL DATA (TECHNICAL) (MAY 1996)

Pursuant to the clause listed in Part II, Section I, Subsection I Contract Clauses (DOE List 304) entitled "Rights to Proposal Data (Technical)" (FAR 52.227-23), the following is inserted therein:

"... pages ***"
 "... proposal dated ***"

H.036 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (DEC 1997)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.037 PRECIOUS METALS INVENTORY (MAR 1998)

Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer identified in Clause G.002 on an annual basis in accordance with Attachment II, Reporting Requirements Checklist. This requirement applies to precious metals in any form, including shapes, scrap, or radioactively contaminated.

H.050 FEE REDUCTION FOR LATE DELIVERY OF FLIGHT UNIT OPTION PHASES

Upon notification of the Government's intention to exercise any flight unit option under this contract, a delivery date will be specified for delivery of each flight unit and the contract will be modified to include the delivery dates. Such delivery date(s) shall be no earlier than ___^{***}___ days after the applicable option period begins. If the contractor fails to deliver all flight units on or before the specified delivery date(s) set forth in the contract for that phase, the fixed fee shown in Section B for that option will be reduced by the following percentages. Delivery for the purpose of this clause shall be defined as on-site delivery, including Government inspection and acceptance of units at the DOE fueling and test facility:

On or before the specified delivery date:	0%
Delivery not more than 30 days after the specified delivery date:	10%
Delivery between 31 and 60 days after the specified delivery date:	20%
Delivery between 61 and 90 days after the specified delivery date:	30%
Delivery later than 91 days after the specified delivery date:	40%

SECTION I
CONTRACT CLAUSES

I.000 SECTION I FACE PAGE

PART II - CONTRACT CLAUSES

SECTION I

- (a) Subsection I - Contract Clauses (DOE List 304) (Cost-Reimbursement Service Contracts) - Phase I
- (b) Subsection II - Additional Contract Clauses

CLAUSE LIST 304

COST-REIMBURSEMENT SERVICE CONTRACTS

THROUGH FAR FAC 97-27 and THE DEAR THROUGH DECEMBER 22, 2000

Those clauses marked with an "X" apply to this contract and are incorporated by reference.

X	Clause No.	Clause Title	Date
X	FAR 52.202-1	Definitions	Dec 2001
X	DEAR 952.202-1	Definitions	Jan 1997
X	FAR 52.203-3	Gratuities	Apr 1984
X	FAR 52.203-5	Covenant Against Contingent Fees	Apr 1984
X	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
X	FAR 52.203-7	Anti-Kickback Procedures	Jul 1995
X	FAR 52.203-8	Cancellation, Recision, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
X	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
X	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
	DEAR 952.203-70	Whistleblower Protection of Contractor Employees	Dec 2000
	DEAR 952.204-2	Security	Sep 1997
X	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
	DEAR 952.204-70	Classification/Declassification	Sep 1997
	FAR 52.207-3	Right of First Refusal of Employment	Nov 1991
X	DEAR 952.208-70	Printing	Apr 1984
X	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
	FAR 52.211-5	Material Requirements	Aug 2000
X	FAR 52.215-2	Audit and Records - Negotiation	Jun 1999
	FAR 52.215-2	Audit and Records - Negotiation and Alternate II (Apr 1998)	Jun 1999
X	FAR 52.215-8	Order of Precedence	Oct 1997
	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
X	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 1997

X	Clause No.	Clause Title	Date
	FAR 52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
X	FAR 52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997
	FAR 52.215-14	Integrity of Unit Prices	Oct 1997
	FAR 52.215-14	Integrity of Unit Prices and Alternate I (Oct 1997)	Oct 1997
X	FAR 52.215-15	Pension Adjustments and Asset Reversions	Dec 1998
X	FAR 52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
X	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
X	FAR 52.215-19	Notification of Ownership Changes	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate I (Oct 1997)	Oct 1997
	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications, Alternate II (Oct 1997)	Oct 1997
X	FAR 52.216-7	Allowable Cost and Payment	Mar 2000
	DEAR 952.216-7	Allowable Cost and Payment, Alternate I (Feb 1997)	
X	FAR 52.216-8	Fixed Fee	Mar 1997
	FAR 52.216-11	Cost Contract - No Fee	Apr 1984
	FAR 52.216-11	Cost Contract - No Fee and Alternate I (Apr 1984)	Apr 1984
	FAR 52.216-12	Cost Sharing Contract - No Fee	Apr 1984
	FAR 52.216-15	Predetermined Indirect Cost Rates	Apr 1998
	FAR 52.216-26	Payments of Allowable Costs Before Definitization	Mar 2000
	FAR 52.217-2	Cancellation Under Multi-Year Contracts	Oct 1997
	FAR 52.217-8	Option to Extend Services	Nov 1999
	DEAR 952.217-70	Acquisition of Real Property	Apr 1984
	FAR 52.219-3	Notice of Total HUBZone Set-Aside	Jan 1999
	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
	FAR 52.219-5	Very Small Business Set-Aside	Mar 1999
	FAR 52.219-6	Notice of Total Small Business Set-Aside	Jul 1996

X	Clause No.	Clause Title	Date
	FAR 52.219-7	Notice of Partial Small Business Set-Aside	Jul 1996
X	FAR 52.219-8	Utilization of Small Business Concerns	Oct 2000
	FAR 52.219-9	Small Business Subcontracting Plan	Oct 2001
X	FAR 52.219-9	Small Business Subcontracting Plan, Alternate II (Mar 1996)	Oct 2000
	FAR 52.219-10	Incentive Subcontracting Program	Oct 2000
	FAR 52.219-11	Special 8(a) Contract Conditions	Feb 1990
	FAR 52.219-14	Limitations on Subcontracting	Dec 1996
X	FAR 52.219-16	Liquidated Damages - Small Business Subcontracting Plan	Jan 1999
	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	Mar 2001
	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, Alternate I (Oct 1998)	Mar 2001
X	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, Alternate II (Oct 1998)	Mar 2001
X	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting	Oct 1999
X	FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting	Oct 2000
X	FAR 52.222-1	Notice to the Government of Labor Disputes	Feb 1997
X	FAR 52.222-2	Payment for Overtime Premiums	Jul 1990
X	FAR 52.222-3	Convict Labor	Aug 1996
	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Sep 2000
X	FAR 52.222-26	Equal Opportunity	Feb 1999
	FAR 52.222-29	Notification of Visa Denial	Feb 1999
X	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
X	FAR 52.222-36	Affirmative Action for Handicapped Workers	Jun 1998
X	FAR 52.222-37	Employment Reports for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
	FAR 52.222-41	Service Contract Act of 1965, as Amended	May 1989
	FAR 52.223-3	Hazardous Material Identification and Material Safety Data and Alternate I (Jul 1995)	Jan 1997
X	FAR 52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998

X	Clause No.	Clause Title	Date
X	FAR 52.223-6	Drug-Free Workplace	Mar 2001
X	FAR 52.223-14	Toxic Chemical Release Reporting	Oct 2000
	DEAR 952.223-71	Integration of Environment, Safety, and Health Into Work Planning and Execution (DEAR 970.5223-1)	Dec 2000
	DEAR 952.223-72	Radiation Protection and Nuclear Criticality	Apr 1984
	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records	Apr 1984
	FAR 52.224-1	Privacy Act Notification	Apr 1984
	FAR 52.224-2	Privacy Act	Apr 1984
X	DEAR 952.224-70	Paperwork Reduction Act	Apr 1994
X	FAR 52.225-1	Buy American Act - Balance of Payments Program -Supplies	Feb 2000
	FAR 52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement - Construction Materials	Feb 2000
X	FAR 52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
	FAR 52.225-14	Inconsistency Between English Version and Translation of Contract	Feb 2000
	FAR 52.225-16	Sanctioned European Union Country Services	Feb 2000
	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
X	DEAR 952.226-74	Displaced Employee Hiring Preference	Jun 1997
	FAR 52.227-1	Authorization and Consent	Jul 1995
X	FAR 52.227-1	Authorization and Consent and Alternate I (Apr 1984)	Jul 1995
X	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
X	FAR 52.227-3	Patent Indemnity	Apr 1984
X	DEAR 952.227-9	Refund of Royalties	Feb 1995
	FAR 52.227-10	Filing of Patent Applications - Classified Subject Matter	Apr 1984
X	DEAR 952.227-11	Patent Rights - Retention by the Contractor (Short Form) (Modified)	Feb 1995
X	DEAR 952.227-13	Patent Rights - Acquisition by the Government	Sep 1997
X	FAR 52.227-14	Rights in Data - General with Alternate V (Jun 1987) and paragraphs (a) and (d)(3) as prescribed by 48 CFR 927.409(a)(1)	Jun 1987
X	FAR 52.227-16	Additional Data Requirements	Jun 1987

X	Clause No.	Clause Title	Date
	FAR 52.227-17	Rights in Data - Special Works	Jun 1987
	FAR 52.227-18	Rights in Data - Existing Works	Jun 1987
X	FAR 52.227-23	Rights to Proposal Data (Technical)	Jun 1987
X	DEAR 952.227-84	Notice of Right to Request Patent Waiver	Feb 1998
	FAR 52.228-2	Additional Bond Security	Oct 1997
X	FAR 52.228-7	Insurance - Liability to Third Persons	Mar 1996
X	FAR 52.230-2	Cost Accounting Standards	Apr 1998
X	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices	Apr 1998
	FAR 52.230-4	Consistency in Cost Accounting Practices	Aug 1992
X	FAR 52.230-6	Administration of Cost Accounting Standards	Nov 1999
	FAR 52.232-3	Payments Under Personal Service Contracts	Apr 1984
	FAR 52.232-7	Payments Under Time-and-Material and Labor-Hour Contracts	Mar 2000
	FAR 52.232-9	Limitation on Withholding of Payments	Apr 1984
X	FAR 52.232-17	Interest	Jun 1996
	FAR 52.232-18	Availability of Funds	Apr 1984
	FAR 52.232-20	Limitation of Cost	Apr 1984
X	FAR 52.232-22	Limitation of Funds	Apr 1984
X	FAR 52.232-23	Assignment of Claims	Jan 1986
	FAR 52.232-23	Assignment of Claims and Alternate I (Apr 1984)	Jan 1986
	FAR 52.232-24	Prohibition of Assignment of Claims	Jan 1986
X	FAR 52.232-25	Prompt Payment with Alternate I	Oct 2001
X	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	May 1999
X	FAR 52.233-1	Disputes, Alternate I (Dec 1991)	Dec 1998
X	DEAR 952.233-2	Service of Protest	Aug 1996
	FAR 52.233-3	Protest After Award	Aug 1996
X	FAR 52.233-3	Protest after Award and Alternate I (Jun 1985)	Aug 1996
X	DEAR 952.233-4	Notice of Protest File Availability	Sep 1996
X	DEAR 952.235-70	Key Personnel	Apr 1994
	FAR 52.237-1	Site Visit	Apr 1984
	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984

X	Clause No.	Clause Title	Date
	FAR 52.237-3	Continuity of Services	Jan 1991
	FAR 52.237-7	Indemnification and Medical Liability Insurance	Jan 1997
	FAR 52.237-10	Identification of Uncompensated Overtime	Oct 1997
	DEAR 952.237-70	Collective Bargaining Agreements - Protective Services	Aug 1993
X	FAR 52.242-1	Notice of Intent to Disallow Costs	Apr 1984
X	FAR 52.242-3	Penalties for Unallowable Costs	Mar 2001
	FAR 52.242-10	F.O.B. Origin - Government Bills of Lading or Prepaid Postage	Apr 1984
	FAR 52.242-11	F.O.B. Origin - Government Bills of Lading or Indicia Mail	Feb 1993
	FAR 52.242-12	Report of Shipment (RESHIP)	Jul 1995
X	FAR 52.242-13	Bankruptcy	Jul 1995
X	FAR 52.242-15	Stop Work Order and Alternate I (Apr 1984)	Aug 1989
	FAR 52.243-2	Changes (Cost-Reimbursement)	Aug 1987
	FAR 52.243-2	Changes (Cost Reimbursement), and Alternate I Apr 1984)	Aug 1987
	FAR 52.243-2	Changes (Cost Reimbursement), and Alternate II Apr 1984)	Aug 1987
X	FAR 52.243-2	Changes (Cost Reimbursement), Alternate V (Apr 1984)	Aug 1987
	FAR 52.243-3	Changes - Time-and-Materials or Labor-Hours	Sep 2000
X	FAR 52.243-6	Change Order Accounting	Apr 1984
X	FAR 52.243-7	Notification of Changes	Apr 1984
X	FAR 52.244-2	Subcontracts	Aug 1998
X	FAR 52.244-5	Competition in Subcontracting	Dec 1996
X	FAR 52.244-6	Subcontracts for Commercial Items	Dec 2001
X	FAR 52.245-1	Property Records	Apr 1984
X	FAR 52.245-5	Government Property - (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts)	Jan 1986
X	DEAR 952.245-5	Government Property - (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts)	
X	FAR 52.245-19	Government Property Furnished "As Is"	Apr 1984
	FAR 52.246-5	Inspection of Services - Cost-Reimbursement	Apr 1984
X	FAR 52.246-8	Inspection of Research and Development (Cost-Reimbursement)	Apr 1984
	FAR 52.246-8	Inspection of Research and Development (Cost-Reimbursement) and Alternate I (Apr 1984)	Apr 1984

X	Clause No.	Clause Title	Date
	FAR 52.246-23	Limitation of Liability	Feb 1997
X	FAR 52.246-24	Limitation of Liability - High Value Items	Feb 1997
X	FAR 52.246-25	Limitation of Liability - Services	Feb 1997
X	FAR 52.247-63	Preference for U.S. Flag Air Carriers	Jan 1997
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	Jun 2000
	DEAR 952.247-70	Foreign Travel	Dec 2000
X	FAR 52.248-1	Value Engineering	Feb 2000
	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)	Apr 1984
	FAR 52.249-5	Termination for Convenience of the Government (Educational and Other Non-Profit Institutions)	Sep 1996
X	FAR 52.249-6	Termination (Cost-Reimbursement)	Sep 1996
	FAR 52.249-6	Termination (Cost-Reimbursement) and Alternate II (Sep 1996)	Sep 1996
	FAR 52.249-6	Termination (Cost Reimbursement) and Alternate IV (Sep 1996)	Sep 1996
	FAR 52.249-12	Termination (Personal Services)	Apr 1984
X	FAR 52.249-14	Excusable Delays	Apr 1984
	FAR 52.250-1	Indemnification Under Public Law 85-804 and Alternate I (Apr 1984)	Apr 1984
X	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement	Jun 1996
X	FAR 52.251-1	Government Supply Sources	Apr 1984
	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services	Jan 1991
X	DEAR 952.251-70	Contractor Employee Travel Discounts	Dec 2000
X	FAR 52.253-1	Computer Generated Forms	Jan 1991

I.005 SENSITIVE FOREIGN NATIONS CONTROLS (MAY 1996)

- (a) In connection with the contract activities, the Contractor agrees to comply with the requirements set forth in the attachment entitled, "Sensitive Foreign Nations Controls" relating to the countries listed therein. From time to time, by written notice to the Contractor, DOE shall have the right to change the listings of countries in the attachment upon a determination by DOE that such change is in conformance with national policy. The Contractor shall have the right to terminate its performance under this contract upon at least 60 days prior written notice to DOE if the Contractor determines that it is unable, without substantially interfering with its policies or without adversely affecting its performance, to continue performance of the work under this contract as a result of a change in the attachment made by DOE pursuant to the preceding sentence. If the Contractor elects to terminate performance, the provisions of this contract respecting termination for the convenience of the Government shall apply.
- (b) The provisions of this clause shall be included in any subcontracts.

I.047 FAR 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987) - ALTERNATE II (MODIFIED) (JUN 1987)

The following subparagraph (g)(2) is hereby inserted in the clause, FAR 52.227-14 RIGHTS IN DATA - GENERAL WITH ALTERNATE V (JUN 1987), listed in Part II, Section I, Subsection I Contract Clauses (DOE List 304), and shall become applicable automatically if the Contracting Officer determines it is necessary to obtain the delivery of limited rights data:

- "(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

- (a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may

be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (1) Use, except for manufacture, by Government support service contractors.
 - (2) Evaluation by nongovernment evaluators.
 - (3) Use by other contractors participating in the Government program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
 - (4) Emergency repair or overhaul work.
 - (5) Release to a foreign government, or instrumentality thereof, as the interest of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.
- (b) The technical data submitted under this Notice may have been developed, in whole or in part, under previous contracts or grants and may be subject to a license(s) for the benefit of the U.S. Government. Accordingly, the Department of Energy, by accepting delivery of this data, does not intend to waive any rights and/or license(s) which it may otherwise be entitled and the Government shall not be prevented at any time from contesting the enforceability, validity, or scope of this restrictive Notice.
- (c) This Notice shall be marked on any reproduction of these data, in whole or in part."

I.048 FAR 52.227-14 RIGHTS IN DATA - GENERAL - ALTERNATE III (JUN 1987)

The following subparagraph (g)(3) is hereby inserted in the clause, FAR 52.227-14 RIGHTS IN DATA - GENERAL WITH ALTERNATE V (JUN 1987), listed in Part II, Section I, Subsection I Contract Clauses (DOE List 304), and shall become applicable

automatically if the Contracting Officer determines it is necessary to obtain the delivery of restricted computer software:

- "(g)(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withhold-able. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

- (a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.
- (b) This computer software may be-
- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
 - (2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
 - (4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

- (5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
- (6) Used or copied for use in or transferred to a replacement computer.
- (c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- (e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.
- (ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

**RESTRICTED RIGHTS NOTICE
SHORT FORM (JUN 1987)**

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____, if appropriate) with _____.

- (iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished - rights reserved under the Copyright Laws of the United States."

I.049 DEAR 952.227-14 RIGHTS IN DATA - GENERAL - ALTERNATE VI (FEB 1998)

The following subparagraph (k) is hereby inserted in the clause, FAR 52.227-14 RIGHTS IN DATA - GENERAL WITH ALTERNATE V (JUN 1987), listed in Part II, Section I, Subsection I Contract Clauses (DOE List 304), and shall become applicable automatically if the Contracting Officer determines it is necessary to license limited and/or restricted rights data:

- “(k) Contractor Licensing. Except as may be otherwise specified in this contract as data not subject to this paragraph, the contractor agrees that upon written application by DOE, it will grant to the Government and responsible third parties, for purposes of practicing a subject of this contract, a nonexclusive license in any limited rights data or restricted computer software on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the contractor shall not be obliged to license any such data if the contractor demonstrates to the satisfaction of the Secretary of Energy or designee that:
- (1) Such data are not essential to the manufacture or practice of hardware designed or fabricated, or processes developed, under this contract;
 - (2) Such data, in the form of results obtained by their use, have a commercially competitive alternate available or readily introducible from one or more other sources;
 - (3) Such data, in the form of results obtained by their use, are being supplied by the contractor or its licensees in sufficient quantity and at reasonable prices to satisfy market needs, or the contractor or its licensees have taken effective steps or within a reasonable time are expected to take effective steps to so supply such data in the form of results obtained by their use; or
 - (4) Such data, in the form of results obtained by their use, can be furnished by another firm skilled in the art of manufacturing items or performing processes of the same general type and character necessary to achieve the contract results.”

I.104 DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (DEVIATION) (APR 1999)

- (a) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- (b) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.
- (c) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Department shall consider proposals made by the contractor to avoid or mitigate foreign influences.
- (d) If the contracting officer at any time determines that the Contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or special nuclear material.
- (e) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (e) in all subcontracts under this contract that will require access authorizations for access to classified information or special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed SF 328 to the DOE Office of Safeguards and Security (marked to identify the applicable prime (contract)). Such subcontracts or purchase orders shall not be awarded until the contractor is notified that the proposed subcontractors have been cleared. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.
- (f) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

- (g) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.
- (h) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and, for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I.110 QUALITY ASSURANCE (MAY 1996)

- (a) The Contractor shall establish, implement, and maintain a quality assurance program meeting the requirements of ANSI/ASME NQA-1 "Quality Assurance Program Requirements for Nuclear Facilities" (1983 edition and addenda thereto), unless otherwise specified in this contract. The extent to which NQA-1 applies is dependent upon the nature and scope of work to be performed, and the relative importance of the items or services being produced, as determined by the Contractor and subject to review and approval by the DOE Oakland Operations Office or as otherwise specified in this contract.
- (b) The quality assurance program, including procedures, processes, and products, shall be documented and subject to review by the Contracting Officer or his designated representative. The Contracting Officer may furnish written notice of the acceptability of the Contractor's quality assurance program.
- (c) All supplies and services under the contract, whether manufactured or performed within the Contractor's facility or at any other source, shall be controlled at all points necessary to assure conformance with contractual requirements. The Contractor is totally responsible for all supplies and services provided under this contract. Government inspection shall not replace Contractor inspection or otherwise relieve the Contractor of his responsibility to furnish an acceptable product.

SECTION J
LIST OF ATTACHMENTS

J.000 LIST OF ATTACHMENTS (JUL 1998)

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
I	STATEMENT OF WORK	55
II	REPORTING REQUIREMENTS CHECKLIST	19
III	BILLING INSTRUCTIONS - COST REIMBURSEMENT TYPE CONTRACT	8
IV	SENSITIVE FOREIGN NATIONS CONTROLS	1
V	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS	35
VI	INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREGIN INTERESTS	7
VII	DISCLOSURE OF LOBBYING ACTIVITIES: DISCLOSURE FORM, INSTRUCTIONS FOR COMPLETION, AND CONTINUATION SHEET	3
VIII	ORGANIZATIONAL CONFLICTS OF INTEREST	8
IX	INTENTION TO PROPOSE FORM	1
X	EXHIBIT A - CONTRACT PRICING PROPOSAL COVER SHEET AND OTHER SUB-EXHIBITS	12
XI	CLIENT AUTHORIZATION LETTER	1
XII	LIST OF GOVERNMENT PROPERTY - CONTRACTOR ACQUIRED	1
XIII	LIST OF GOVERNMENT PROPERTY - FURNISHED	1

SECTION K
REPRESENTATIONS AND CERTIFICATIONS

K.001 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS (SEP 1997)

- (a) Attached to this solicitation (see Part III - Section J for identification of the attachment) is a "Representations, Certifications, and Other Statements of Bidders/Offerors" package which is to be completed in accordance with its instructions and included in each copy of Volume I of your proposal.
- (b) In connection with FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (DEVIATION), a copy of the disclosure form referenced in paragraph (b)(2) of FAR 52.203-11 is attached to this solicitation (see Part III - Section J for identification of the attachment). This attachment consists of the following three pages:
 - (1) First Page - Disclosure of Lobbying Activities (OMB Standard Form - LLL).
 - (2) Second Page - Instructions for Completion of OMB Standard Form - LLL.
 - (3) Third Page - Continuation Sheet (OMB Standard Form - LLL-A).

If required pursuant to paragraph (b)(2) of FAR 52.203-11, the disclosure form must be completed and submitted with the "Representations, Certifications, and Other Statements of Bidders/Offerors" package in each copy of Volume I of your proposal.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.001 CONSECUTIVE NUMBERING (MAY 1996)

Due to automated procedures employed in formulating this document, provisions contained within it may not always be consecutively numbered.

L.002 CONTENT OF RESULTING CONTRACT (MAY 1996)

Any contract awarded as a result of this solicitation will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Attachments. Blank areas appearing in these sections, indicated by "****" will be completed during or after negotiations.

L.003 SOLICITATION NUMBER (MAY 1996)

DE-RP03-02SF22307

L.004 DESCRIPTION OF WORK BEING ACQUIRED (MAY 1996)

System Integration of a Multi-Mission Radioisotope Thermoelectirc Generator (MMRTG)

L.005 DATE OF SOLICITATION ISSUANCE (MAY 1996)

June 13, 2002

L.006 DOE ISSUING OFFICE (MAY 1996)

U.S. Department of Energy
DOE Oakland Operations Office
Contracts, Acquisition and Property Division
1301 Clay Street, Room 700N
Oakland, CA 94612-5208

Point of Contact: Wayne Bryan
Telephone: (510) 637-1712
Facsimile: (510) 637-2004

L.008 SIC CODE AND SMALL BUSINESS SIZE STANDARD (MAY 1996)

- (a) The standard industrial classification (SIC) code is 3764 (North American Industry Classification [NAIC] 336415).
- (b)
 - (1) The small business size standard is 1000.
 - (2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.010 FAR 52.216-1 TYPE OF CONTRACT

The Government contemplates award of a cost reimbursement plus fixed fee contract resulting from this solicitation.

L.011 OFFER ACCEPTANCE PERIOD (MAY 1996)

The minimum offer acceptance period is 180 days after the required date for receipt of proposals.

L.012 NUMBER OF AWARDS

It is anticipated that there will be one award resulting from this solicitation.

L.013 AN EQUAL RIGHTS NOTE (MAY 1996)

Wherever in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.015 FAR 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION
(MAY 2001)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

"Proposal" means the electronic written proposal, bid or application submitted via IIPS or an authorized alternative in response to this solicitation.

"Oral Presentation" means the information presented orally in response to this solicitation which demonstrates the offeror's capability to perform the stated requirements.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the US Department of Energy conducts electronic business.

"Electronic signature or signature" means a method of signing an electronic message that—

- (1) Identifies and authenticates a particular person as the source of the electronic message; and
 - (2) Indicates such person's approval of the information contained in the electronic message.
- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - 1 If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - 2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - 3 It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the

solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in post-award debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.016 IIPS INTENTION TO PROPOSE (SEP 1999)

Please review this solicitation. To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose Attachment (see Part III, Section J) and e-mail the completed form to the Contract Specialist's address shown on the solicitation page by the earliest practical date."

L.017 FALSE STATEMENTS (MAY 1996)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.018 EXPENSES RELATED TO OFFEROR SUBMISSIONS (MAY 1996)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.023 METHOD OF AMENDING THE SOLICITATION (MAY 1996)

The only method by which any term of this solicitation may be amended is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will amend or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an offeror must be acknowledged in accordance with the solicitation provision "Amendments to Solicitations."

L.025 PREPROPOSAL CONFERENCE - NOT CONTEMPLATED (MAY 1996)

A preproposal conference for this solicitation is not contemplated.

L.033 NOTICE OF LABOR PROVISIONS (MAY 1996)

- (a) Listing of Employment Openings. Offerors should note that this solicitation incorporates by reference certain clauses requiring the listing of employment openings with the local office of the State employment service system where a contract award is for \$10,000 or more (see Part II, Section I, Subsection I Contract

Clauses (DOE List 304): "Affirmative Action for Special Disabled and Vietnam Era Veterans" (FAR 52.222-35) and "Affirmative Action for Handicapped Workers" (FAR 52.222-36)).

- (b) Information from Department of Labor. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.) may be obtained from the Department of Labor, Washington, D.C. 20310, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L.034 RESPONSIBLE PROSPECTIVE CONTRACTORS (MAY 1996)

- (a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- (b) DOE may (1) conduct preaward surveys in accordance with 48 CFR 9.106, (2) solicit from available sources relevant information concerning the offeror's record of past performance, and (3) use such information in making determinations of prospective contractor responsibility.

L.036 INFORMATION OF AWARD (MAY 1996)

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.037 DISPOSITION OF PROPOSALS (MAY 1996)

Proposals will not be returned (except for timely withdrawals). Proposals not required for official record retention will be destroyed.

L.038 DISPOSITION OF SOLICITATION DOCUMENTS (MAY 1996)

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.039 ALTERNATE PROPOSAL INFORMATION - NONE (MAY 1996)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.041 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) General. Proposals, including any subcontractor, affiliates and all teaming or other contractor arrangements, are expected to conform to the solicitation provisions regarding preparation of offers. The government will consider how well the offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled.

Proposal files are to be formatted in one of the following applications: Adobe Acrobat PDF, Word, WordPerfect, and/or Excel. Proposal files must be submitted by posting the proposal file at the Department of Energy's IIPS website, <http://e-center.doe.gov>.

(b) Overall arrangement of proposal.

- (1) The overall proposal shall consist of five Sections. Each section will be submitted as a separate file. Multiple electronic files may be submitted for each section; however, each file must clearly identify the area (section) to which it is responsive.

Section One – Offer and Other Documents.

Section Two – Technical Proposal

Section Three – Business/Management Proposal

Section Four – Cost Proposal

Section Five – Environmental Data and Analysis

- (2) Each group, designated above, is to be submitted individually according to the instructions detailed in the on-line help document which can be found at <http://e-center.doe.gov> under the "Help" button. Required external markings and the designated place for submissions via a method other than the IIPS are indicated in the provision entitled "Time and Date Proposals are Due, Electronic Submission" contained within this Section L.

- (3) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the form(s). **Bidders/offerors are advised that the submission of your proposal in an electronic format is required.** As an alternative, the bidder/offeror may, at the Contracting Officer's discretion, [X] sign and submit one copy of each signed original signature page via US Postal mail service or [] complete, sign, scan and transmit via electronic mail (e-mail) or facsimile one copy of each signature page.
- (4) Each section of the proposal should be separate and complete, shall include the information requested in this section and shall stand-alone. However, reference(s) to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation which is not found in its designated section may result in an unfavorable evaluation. The proposal should be practical and prepared simply, providing a straightforward, concise delineation of what the offeror will do to satisfy the requirements of the solicitation. It should also be specific and complete in every detail. With the exception of pricing information requested in Section B, Supplies or Services and Prices/Costs, of the model contract, all contractual cost and pricing information shall be addressed ONLY in Section Four - Cost, unless otherwise specified. The proposal shall be submitted as follows:

Section Number	Section Title	Page Limit Per Section
1	Offer and Other Documents	No limit
2	Technical	No limit
3	Business/Management	No limit
4	Cost	No limit
5	Environmental Data and Analysis	No limit

The allocation of page limitations between the Technical and Management Areas is left to the discretion of the offeror.

- (c) Bid/Proposal Submission via the Industry Interactive Procurement System (IIPS)

Bids/Proposals must be received through the IIPS web site NO LATER THAN **3:00 p.m. local prevailing time on August 12, 2002**. CAUTION: See bid/proposal submission instructions, including the provision describing treatment of Late Proposals, Modifications and Withdrawals, FAR 52.215-1).

(d) Bid/Proposal Submission by Other than IIPS.

Submission of bids/proposals by means other than IIPS ☐ is, or ☒ is not authorized.

Bidders/offerors must comply with the instructions in this paragraph (d) if an alternative submission methodology is authorized above. Any offeror electing to submit bid/proposal documents by means other than IIPS as authorized in this solicitation, including U.S. Postal Service or commercial courier service, assumes the full responsibility of ensuring that the documents are received by the date and time specified in paragraph (c) above, at the following hand-carry address:

U.S. Department of Energy
National Nuclear Security Administration
Oakland Operations Office, CAPD
1301 Clay Street, 700N
Oakland, CA 94612-5208
ATTN: Wayne Bryan

Further, such bids/proposal documents must be closed and sealed as if for mailing. Paper-based proposals are not to be submitted; a digital (electronic) version of your submission documents is the only acceptable medium. Offerors may provide proposals, in the designated program format, on IBM -formatted 3.5" floppy disks or CD-ROMs. Offerors bear the responsibility for ensuring the disks provided are free of defects and do not contain any viruses. Replacement of submissions containing incomplete, damaged or unreadable files shall be at the discretion of the Contracting Officer."

(e) Glossaries. Glossaries will not count against the page limits for their respective volumes.

(f) Page Description.

- (1) The page size of electronic word-processing documents shall be 8.5 x 11 inches. (This limitation does not apply to spreadsheets or other documents that would be "foldouts" in hard-copy format). Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by section and by sub-section within the sections. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than

that which is described in paragraph 2 below can be used for this information, however, other text reductions are unacceptable.

- (2) With the exception of graphs, tables and spreadsheets in the cost section of the proposal only, the text shall be typed using 12 point (or larger), using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.
- (3) Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each section of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.
- (g) Page Count Exceptions. Every page of each section shall be counted towards the page limitation for the respective section, including attachments, appendices and annexes, except for the following:
 - (1) Table of Contents
 - (2) Title Pages
 - (3) Glossary
 - (4) Dividers/Tabs
 - (5) Blank Pages
 - (6) Representations and Certifications, which are to be submitted with the section, entitled "Offer and Other Documents"
 - (7) Reporting Requirements Forms
 - (8) Cross-reference Matrix
 - (9) Resumes of Key Personnel (Limit to TWO pages per individual)
 - (10) Letters of Intent
 - (11) Summary of Key Personnel

- (h) Table of Contents. The offeror shall incorporate a table of contents into each proposal section, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (j) Classified Information. The offeror shall not provide classified information in response to this solicitation.
- (k) Errors or Omissions. This solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a fully responsive proposal, you are cautioned to resolve all questionable areas with the CO.
- (l) Changes to the Solicitation. No change to this solicitation will be effective unless it is incorporated into the solicitation by written amendment.
- (m) Information Provided. The government will evaluate on the basis of information provided in the proposal. The government will not assume that an offeror possesses any capability unless such a capability is established by the proposal.
- (n) Alternate Proposals. Alternate proposals will not be considered.
- (o) Joint Ventures and Teaming Arrangements. Offerors who submit a proposal as a joint venture shall provide full and complete information on each of the participating firms, as well as the proposed joint venture organization itself, with particular emphasis placed on the ability of the joint venture to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each joint venture or team member's roles and responsibilities in this effort.
- (p) Pre-proposal Conference/Site Visit. No Pre-proposal Conference or Site Visit is anticipated.
- (q) RESERVED
- (r) DOE Orders. Copies of DOE Orders, referred to in this solicitation, may also be obtained for a nominal fee by writing to the following address:

National Technical Information Services
US Department of Commerce
Springfield, VA 22161
Telephone Number: (703) 487-4610

(s) Internet Sites.

A copy of this solicitation will be available on the Department of Energy, Oakland Operations Office, HomePage at the following address: <http://www.oak.doe.gov>

Federal Acquisition Regulation clauses and provisions, Federal Acquisition Circulars (FACs) which contain the most recent changes to the Federal Acquisition Regulation (FAR), and Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions, and may be found on the Internet at the following address: <http://farsite.hill.af.mil>

DOE Orders are located on the Internet at the following address: <http://www.directives.doe.gov>

- (t) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the contracting officer. This independent review is available as an alternative: 1) to consideration by the contracting officer of a protest or; 2) as an appeal of the contracting officer's decision on a protest. Designation of the official(s) conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, *Service of Protest*.

L.042 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS (JUL 1998)

- (a) General. Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations and certifications, additional information to be furnished, exceptions and deviations to the model contract, and a summary of exceptions and deviations in other volumes of the proposal. Although Volume I should incorporate the other volumes of the proposal by reference, it should not physically include them.
- (b) Format and Content. Volume I shall include the following documents or other information (in the order listed)
- (1) Standard Form (SF) 33, Solicitation, Offer and Award, or Optional Form (OF) 308, Solicitation and Offer - Negotiated Acquisition, whichever applies, fully executed in Offer section.
 - (2) Representations, Certifications, and Other Statements of Bidders/Offerors.
 - (3) Additional Information to be Furnished.

- (4) Exceptions and Deviations to the Model Contract.
- (5) Summary of Exceptions and Deviations in Other Volumes of the Proposal.
- (c) Standard Form 33 or Optional Form 308.
 - (1) Use of the Form. The SF 33 or OF 308 is to be executed fully and used as the cover sheet (or first page) of each copy of Volume I.
 - (2) Acceptance Period. The acceptance period entered on the SF 33 or OF 308 by the offeror shall not be less than that prescribed in the solicitation (Part IV - Section L, Clause L.011) which shall apply if no other period is offered.
 - (3) Signature Authority. The person signing the SF 33 or OF 308 must have the authority to commit the offeror to all of the provisions of the proposal.
- (d) Representations, Certifications, and Other Statements of Bidders/Offerors. A one-part "Representations, Certifications, and Other Statements of Bidders/Offerors" package is to be completed in accordance with its instructions and included in each copy of Volume I (see Part IV - Section K, Clause K.001 for more explanation and Part III - Section J for identification of the attachment).
- (e) Additional Information to be Furnished.
 - (1) Remittance Address. If the offeror's remittance address is different from the address shown on the SF 33 or OF 308, such address shall be furnished, including ZIP Code.
 - (2) Government Property.
 - (i) Unless otherwise stated, the offeror is expected to furnish all property (including, but not limited to facilities, equipment, special tooling, and material) necessary for the performance of the work defined in this solicitation. Government property as used herein means all Government- furnished property, together with all property acquired by the Contractor for which the title vests in the Government.
 - (ii) Indicate in this Volume I whether or not the proposal is based on the use of Government property. If the offeror proposes to use Government property to perform the work (whether or not such property is presently in the possession of the offeror), provide the particulars in the Cost Proposal volume, along with a statement

signed by an executive corporate official (or the equivalent if a non-corporate entity) which:

- (A) Expresses the offeror's unwillingness or financial inability to acquire the necessary property with the offeror's resources; or
 - (B) Explains that time will not allow the offeror to make the necessary arrangements to obtain timely delivery of such property to meet the Government's requirements even though the offeror is willing and financially able to acquire the property. Such an explanation is to include cost benefit studies that treat lease versus buy versus use of the Government property. In this case, existing Government property, if available, may be provided until the property acquired by the offeror is delivered, installed, etc.
- (iii) In the event that the offeror proposes to use Government-furnished property to perform the work, the Government shall include in its evaluation of the proposal the cost of providing Government-furnished property including acquisition, transportation, installation, removal and disposition.
 - (iv) If the offeror intends to fabricate or purchase any equipment for the performance of the work herein, the offeror shall identify these costs and equipment in the Cost Proposal volume.
 - (v) As appropriate, describe existing information technology that will be used with any information technology to be acquired and identify whether the existing information technology is Year 2000 compliant.
 - (vi) Notwithstanding the above, the Government reserves the right under any resulting contract to furnish items of equipment, materials, supplies or facilities.
- (3) Organizational Conflicts of Interest Disclosure. If DEAR 952.209-8, Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services (JUN 1997), of the one-part "Representations, Certifications, and Other Statements of Bidders/Offerors" package discussed in paragraph (d) above must be completed, the offeror shall complete the applicable section(s) of the attachment to this solicitation entitled "Organizational Conflicts of Interest" (see Part IV - Section K, Clause K.001 for more explanation and Part III - Section J for identification of the attachment). The "Organizational Conflicts of Interest" attachment should be included with the one-part "Representations, Certifications, and Other Statements of Bidders/Offerors" package in each copy of Volume I.

(f) Exceptions and Deviations to the Model Contract.

- (1) The offeror shall identify and explain any exceptions taken, deviations made, or conditional assumptions made with respect to the model contract (including the reporting requirements and any request for advance waiver of patent rights), the representations and certifications, and the requirements of this Volume I.
- (2) Any exceptions and deviations taken to the terms and conditions of the draft contract must identify and explain any exceptions, deviations, or conditional assumptions taken to the requirements of the contract. The benefit, if any, to the Government shall be explained for each exception taken or deviation proposed. Any exceptions or deviations may make the proposal unacceptable for award without discussions. Any exceptions or deviations to Section I of the RFP, or any FAR or DEAR clauses elsewhere in the RFP, will make the proposal nonresponsive to this RFP. .

(g) Summary of Exceptions and Deviations in Other Volumes of the Proposal. The offeror shall summarize each technical, business/management, cost, or other exception taken elsewhere and provide a specific cross-reference to its full discussion.

L.043 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL (MAY 1996)

(a) General.

- (1) Volume II, Technical Proposal, consists of the offeror's description of the technical aspects of the acquisition and an outline of the offeror's technical capabilities, providing a straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work (SOW). The proposal shall be specific and complete. The proposal shall be practical and be prepared simply and economically.
- (2) In order that the technical proposal may be evaluated strictly on the merit of the material submitted, no cost information is to be included in the Technical Proposal. Estimated man-hours for each proposed labor category shall be provided in the Executive Summary section of Volume II (see paragraph (c) below) with no indication as to the cost of the man-hours,

- (3) The proposal shall contain a preliminary design of the MMRTG, an outline of the proposed lines of investigation, the method of approach to the problem(s), any recommended changes to the SOW, the steps into which this project might logically be divided, the estimated time required to complete each phase or step, the major milestones within each phase, and any other information considered pertinent to the problem(s).
 - (4) The proposal shall not merely offer to perform work in accordance with the SOW but shall outline the actual work proposed as specifically as practical. The SOW reflects the problems and objectives of the program under consideration; therefore, repeating the SOW without sufficient elaboration will not be acceptable.
- (b) Format and Content. Volume II shall include the following sections in the order listed (the major headings may be subdivided or supplemented by the offeror as appropriate):
- (1) Table of Contents.
 - (2) List of Tables and Figures.
 - (3) Executive Summary.
 - (4) Technical Discussion.
 - (5) Other Pertinent Information.
 - (6) Technical Exceptions and Deviations.
- (c) Executive Summary. This summary shall present an executive summary outlining the offeror's capability and proposed methods for addressing each of the Technical Evaluation Criteria in Part IV, Section M, paragraph M.003: (1) Understanding of Requirements and Soundness of Technical Approach; (2) Organization and Personnel Qualifications; (3) Project Management, and (4) Past Performance on Similar Contracts (Technical). The offeror's proposed allocation of contract effort (direct productive man-hours), absent of cost information, for performance of SOW tasks should also be summarized in this section.
- (d) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Evaluation Criteria as set forth in Section M, including the listed sub-criteria, and shall be divided into sections corresponding to the order of the Technical Evaluation Criteria. Each criterion must be fully responded to, and the offeror's responses should be presented in as much

detail as practical. Simply stating that the offeror understands and will provide the requirements is not adequate. Similarly, phrases such as “standard procedures will be employed” or “well-known technique will be used” are also inadequate. Each area of the Technical Discussion section of the offeror’s proposal must be clearly marked to indicate the specific criterion being addressed. Additional guidance is provided below for each Technical Criterion:

1. Criterion 1 Understanding of Requirements and Soundness of Technical Approach

Criterion 1.A Extent to which the proposed technical approach demonstrates the offeror’s understanding of the requirements and knowledge of the trade-offs required to design, fabricate, and test a versatile, reliable and safe MMRTG.

Provide a preliminary design concept for the MMRTG. Describe the design approach for the MMRTG by identifying the design issues and describing the methodology for resolution of those issues. These design issues may include but are not limited to: MMRTG performance under various mission environments, fabrication and assembly, quality, reliability, and safety under accidental failure scenarios. Describe the proposed approach to obtain and demonstrate the performance and reliability of the thermoelectric converter and components of the entire MMRTG.

Criterion 1.B Extent of knowledge of materials, components, and manufacturing methods used in the thermoelectric converter.

Identify the technical issues, such as materials and devices compatibility and manufacturability, related to the development of the thermoelectric components and the proposed method for resolving these issues. Provide detailed plans and supporting scientific logic for: integration of the thermoelectric components into a complete generator system using the GPHS modules for the heat source; optimization of conversion efficiency; obtaining acceptable process yields and quality; generator life enhancement; and performance prediction using modeling and experimental/life demonstration testing.

Criterion 1.C Adequacy of the plan to fabricate, assemble, and test the thermoelectric converter and the MMRTG.

Provide a flowchart of manufacturing processes and assembly and test activities for the thermoelectric converter and the MMRTG.

A Fabrication Plan, which should be no more than twenty (20) pages, excluding diagrams and figures, shall be included in the proposal. The Fabrication Plan should include a logic diagram showing the time segments for procurement or upgrade of manufacturing, assembly, and test facilities. The timely availability of facilities and all key items of equipment (e.g., procurement, acceptance, installation, operator training) required to execute all elements of the Statement of Work shall be documented. The percentage of normal single shift time required for each major item shall be cited. Other Government contracts or other activities sharing use of the facilities and equipment shall be listed with their projected levels of activity. If dissimilar materials are being processed in these facilities, please identify and address any cross contamination problem.

The Fabrication Plan should also include a description of the production facilities available, to be modified, or to be constructed to carry out the activities in the Statement of Work. Identify what facilities exist, what modifications are required, what new facilities are required, and the schedules for modification/construction and related procurements. Test equipment and facilities for production, safety tests, and product acceptance testing of the thermoelectric converter and MMRTG should also be described.

Describe the manufacturing disciplines, plans and controls used to convert design packages to manufacturing instructions, to schedule work through the shop and to control the manufacture of hardware.

Criterion 1.D Extent to which the proposal demonstrates the offeror's knowledge of the safety analysis requirements and the review and launch approval process for radioisotope space power systems.

Describe the tasks to be done for the safety analysis, safety analysis techniques (e.g., computational software codes), and the review and launch approval processes.

Criterion 1.E Extent to which the proposal demonstrates the offeror's knowledge of the integration process for space power systems.

Describe the tasks to be done for the systems integration of the radioisotope power system with the spacecraft and launch vehicle, and the launch preparation process.

2. Criterion 2 Organization and Personnel Qualifications

Criterion 2.A Qualifications, Availability, and Commitment

Provide detailed information for the principal individuals in project management, engineering, manufacturing, quality assurance, reliability, safety analysis, spacecraft integration, and technical management whom you consider are essential or highly important to the accomplishment of the Statement of Work. This information should include organizational job titles, education, technical experience, and management experience, including specific qualifications or experience as applicable to the work described in this RFP. Of particular importance is the documented background of work experience in areas of proposed assignment related to that required by the Statement of Work and how this experience will be used to support the project. State the nature and extent of the commitment for each of the principal individuals proposed (including commitment letter, if applicable), and state the percentage of time to be devoted to the contract by these individuals. The offeror should also provide information on their ability to share work loads with other projects, as necessary, as work loads fluctuate, such as the potential decrease/increase in work load between phases and/or missions.

Discuss the availability and experience of technicians and other trained personnel who will manufacture hardware or operate and maintain the equipment and facilities. If such personnel are not presently available, describe the plans for obtaining their services at the times they will be needed.

Describe the extent of availability and general experience and qualifications of additional technical and management personnel resources available for assignment to possible vacancies created during the contract period as a result of retirements, resignations, or similar reasons.

Provide a matrix describing the experience of principal individuals working together on other projects.

Criterion 2.B The degree to which the proposal reflects an organizational structure that is consistent with the project objectives.

Provide a description of the project organizational structure and illustrate how it complements and is consistent with the project objectives.

Show how the project organization is linked to the company/division/ corporate structure and how these elements provide support to the project.

Describe the project organization, using charts as appropriate. Describe each organizational unit, how it will function, and its roles and responsibilities. Describe the interrelationships, responsibilities and authorities of the organizational units. Discussion should demonstrate the effective management and organization of personnel to accomplish the work plan described above.

3. Criterion 3 Project Management

Criterion 3.A Adequacy of the Project Management Plan to accomplish the objectives in the Statement of Work while meeting the project schedule and budget.

Provide a Project Management Plan (PMP), which as a minimum demonstrates an acceptable plan to accomplish the Statement of Work objectives. The PMP shall include a description of the offeror's approach to managing and organizing staff and work requirements and should be no more than twenty (20) pages, excluding figures and diagrams. The PMP should show the offeror's understanding of the work to be accomplished and the ability: to develop and implement an effective, workable approach to accomplish the tasks set forth in the Statement of Work; to identify and resolve technical problems and uncertainties; to deliver the hardware, documents and support required; to recommend improvements in MMRTG performance; and to recommend activities to compress schedule in a cost effective manner and increase quality of deliverables. Proposed man-hours for each Contract Work Breakdown Structure (CWBS) element should be shown for each fiscal year in which activities are proposed for that element and for the total of all fiscal years for that element. In addition, estimated man-hours for each proposed WBS and labor category should be provided for each fiscal year in which activities are proposed for that category and for the total of all fiscal years for that category. The PMP should show how program costs will be controlled and shall show innovative approaches to reduce program costs and schedule. The cost associated with the man-hours shall not be provided with the Technical Proposal.

4. Criterion 4 Past Performance on Similar Contracts (Technical)

Criterion 4.A Programmatic and Technical Performance

MMRTG Design: Provide detailed examples of successful programmatic and technical performance in the design of power systems, thermal-to-electric conversion components, or specific areas of relevant activity. Note whether these activities were related to space and/or radioisotope generator applications. For cited activities, provide contract number and title, agency, and names, addresses, and telephone numbers of contracting officer and contract technical representative.

Knowledge of Thermoelectric Components: Describe experience in past projects in the manufacture or use of similar materials and technologies as that used by thermoelectric components. Describe unique design features, or aspects of the selected conversion technology that have been used for previous projects. For cited activities, provide contract number and title, agency, and names, addresses, and telephone numbers of contracting officer and contract technical representative.

Adequacy of the Manufacturing: Provide detailed information of prior performance, particularly in the areas of manufacture, characterization and life-testing of materials and devices of the type used in thermoelectric components in the proposed MMRTG design, and in the assembly and test of space power systems or other similar systems. For cited activities, provide contract number and title, agency, and names, addresses, and telephone numbers of contracting officer and contract technical representative.

Knowledge of Safety Analysis, Review and Launch Approval Processes: Provide detailed examples of participation in the safety analysis and review and launch approval processes for a project involving a nuclear payload. For cited activities, provide contract number and title, agency, and names, addresses, and telephone numbers of contracting officer and contract technical representative.

Knowledge of System Integration Processes: Provide detailed examples of successful programmatic and technical performance in the integration of components into spacecraft platforms. Include a description of the activities conducted and the extent of activities requiring interface between Contractor and NASA personnel. For cited activities, provide contract number and title, agency, and names, addresses, and telephone numbers of contracting officer and contract technical representative.

Criterion 4.B Project Performance.

Provide examples of project/management structures for past projects conducted using similar project management structures as those proposed and describe their effectiveness in meeting performance requirements within schedule and cost constraints.

- (e) Other Pertinent Information. This section shall contain any other pertinent information which will supplement or aid in the understanding and evaluation of the Technical Proposal.
- (f) Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken with respect to the technical requirements of the solicitation. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be deemed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may result in rejection of the proposal as unacceptable.

L.044 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, BUSINESS/
MANAGEMENT PROPOSAL (MAY 1996)

- (a) General. The Business/Management Proposal consists of the offeror's business and management approach to the work, addressing the business/management aspects of the acquisition, the resources the offeror will use, and how the offeror will use such resources. It should be specific and complete.
- (b) Format and Content. At a minimum, the Business/Management Proposal shall include the following sections (in the order listed):
 - (1) Table of Contents.
 - (2) List of Tables and Exhibits.
 - (3) Management Summary.
 - (4) Business/Management Discussion.
 - (5) Other Information.
 - (6) Exceptions and Deviations.

- (c) Management Summary. Briefly summarize the organizational elements involved in performing the work, their interrelationships, and their access to necessary resources. Also reference key management systems which are important in performing the work.
- (d) Business/Management Discussion. This section shall contain the major portion of the Business/Management Proposal. It should clearly present information adequate to fully evaluate each of the Business/Management Proposal Evaluation Criteria in the solicitation (Part IV -Section M) and, at a minimum, cover all sub-criteria listed thereunder. It should include the following:
 - (1) Criterion 1 Business/Management Organization.

1.A Overall Management

Describe the overall management system to be used on the contract and the organization's overall management capabilities and resources (equipment, personnel, facilities and the ability to provide a synergistic team effort). Also, identify the qualifications, experience, and work assignment of proposed management personnel. Particular emphasis should be placed on how cost, schedule, and technical performance status are determined, assessed, projected, reported and controlled through contract completion, on a company level.

Describe the company's method of cost management. As a minimum it shall include the method of cost tracking, reporting, and control on the management level. Describe incentive fee, award fee and cost target achievement history for previous contracts.

1.B Interface Capabilities

Describe and identify the systems in place for implementing Government procurement and subcontracting requirements. Also describe and identify procedures for tracking, monitoring and reporting government property; describe how estimates are made and costs and expenditures monitored.

The offeror shall specify the date of the last purchasing system review, name of the government activity who performed the review, the results of the review (approved/disapproved) and the dollar threshold in which advance notification by the Contracting Officer is required.

1.C Interest and Commitment of Corporate Management

Describe the relationship of this program to the overall company structure.

Describe the interest and commitment of Corporate Management to this project. Describe the method of prioritizing work and the priority placed by the corporate level on the proposed work. Provide the name and title of your firm's top corporate official who will be responsible for this effort.

Describe this individual's participation in and contribution to the proposed contract operations.

1.D Cost Control Capabilities

Describe the system that will be used to track, monitor, report and control costs and the extent to which procedures are in place for notification of potential cost overruns and cost containment procedures for actual overruns.

(2) Criterion 2 Subcontracting and Subcontract Management

This section shall describe the subcontract management system to be used under the proposed contract. Particular emphasis should be placed on procedures for source selection and how performance status is determined, assessed, and projected through subcontract completion.

2.A Subcontracting Plan

Provide a subcontracting plan, specific to this procurement, which identifies all subcontracting goals proposed for each phase of the effort and which complies fully with PL 95-507 and PL 100-656.

2.B Subcontracting Selection

Describe how proposed subcontractors (including suppliers) are selected. Describe the procedures for source selection (competitive and non-competitive). Describe the basis for selection and determination. Competitive basis should be utilized to the maximum practical extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors shall be discussed as well as non-competitive selection of proposed

subcontractors. Non-competitive selection of proposed subcontractors must be justified. Failure to select proposed subcontractors on a competitive basis may adversely affect the standing of the offeror unless it is demonstrated that competition is not feasible nor practical.

2.C Small and Disadvantaged Business Participation

Describe extent of proposed small and disadvantaged business participation or efforts which will be used to obtain such participation.

(3) Financial Condition and Capability.

- (i) Provide a current balance sheet, a profit and loss statement for all quarters reported during the offeror's current fiscal year, and an audited set of financial statements for each of the last three (3) offeror's fiscal years.
- (ii) Describe fully any assets other than cash, accounts receivable, land, buildings, and equipment carried on the above balance sheet.
- (iii) State what percentage this proposed contract will represent of the offeror's estimated total business during the period of performance.
- (iv) Describe fully the impact of this project on the offeror's organization and any contingency, limitation, and/or conditions affecting availability of funds for this project.

(4) Government Contracts.

This subsection shall include:

- (i) A representative list of current Government contracts in this and related fields and Government contracts completed in the past five (5) years, including dollar amount of contract, title, sponsoring agency, contract number, and name and telephone number of the Contracting Officer.
- (ii) A list of Government contracts terminated (partially or completely) within the past five (5) years, including dollar amount of contract, brief description of Statement of Work, sponsoring agency, contract number, and name and telephone number of the Contracting Officer.

- (e) Other Information. This section shall contain any other pertinent information which will supplement or aid in the evaluation of the proposal.
- (f) Exceptions and Deviations. This section shall identify and explain any exceptions, deviations, or conditional assumptions taken with respect to the requirements of the solicitation relative to the Business/Management Proposal. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be deemed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may result in rejection of the proposal as unacceptable.

L.045 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME IV, COST PROPOSAL
- RESEARCH AND DEVELOPMENT (NOV 1997)

- (a) General.
 - (1) The Cost Proposal consists of the offeror's estimated cost and fee to perform the desired work as set forth in the Statement of Work. The proposal shall be accurate, complete, and well documented. Cost information contained in the Cost Proposal is not to be included in the Technical Proposal (Volume II) or any other proposal volume.
 - (2) Identification. All forms, tables, and exhibits must be listed in the table of contents or index and must be clearly identified. All pages, including forms, tables, and exhibits, must be numbered.
 - (3) Joint Venture/Teaming Arrangement. If a joint venture or teaming arrangement is proposed, the offeror shall clearly identify on the Contract Pricing Proposal Cover Sheet and/or supporting schedules which cost element(s) will be incurred by what participant.
 - (4) Rounding. Final monetary extensions should be expressed in whole dollars.
 - (5) Definitions. Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures, shall be the guide to definition of the cost elements.
 - (6) Certified Cost or Pricing Data. Offerors may be required to certify (in accordance with Pub. L. 87-653, as implemented by FAR 15.406-2) that the

cost or pricing data submitted are accurate, complete and current. In such an event, the required format for the certification can be found in FAR 15.406-2. The executed certification must be presented to the Contracting Officer after negotiations are concluded and before award can be made. FAR 15.407-1 contains applicable procedures where it is subsequently found that defective cost or pricing data were submitted.

Any offeror required to submit the above certification shall be required (in accordance with FAR 15.404-3) to submit, or arrange for the submission of, accurate, complete, and current cost or pricing data from its prospective subcontractors.

Notwithstanding the above paragraphs, any successful offeror shall comply with applicable requirements of the "Subcontractor Cost or Pricing Data" clause of the executed contract.

(b) Format and Content.

(1) Section One - Cost-Related Exhibits:

The offeror shall submit the following cost-related exhibits in accordance with the instructions furnished for each such exhibit:

(i) Exhibit A - Contract Pricing Proposal Cover Sheet and Other Sub-Exhibits:

Exhibit A consists of the following sub-exhibits:

Exhibit A-1 Instructions for Submission of a Contract Pricing Proposal

Exhibit A-2 Guide to Preparation of Cost Element Detail

Exhibit A-3 DOE F 1332.6 Contract Facilities Capital and Cost of Money

Exhibit A-4 Instructions for DOE F 1332.6

Any Contractor or subcontractor that is required to submit cost or pricing data also shall obtain and analyze cost or pricing data before awarding any subcontract, purchase order, or modification expected to exceed the cost or pricing data threshold, unless an exception in 15.403-1(b) applies to that action.

- (1) The Contractor shall submit, or cause to be submitted by the subcontractor(s), cost or pricing data to the Government for subcontracts that are the lower of either--
 - (i) \$10,000,000 or more; or
 - (ii) Both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price, unless the Contracting Officer believes such submission is unnecessary.
- (2) The Contracting Officer may require the Contractor or subcontractor to submit to the Government (or cause submission of) subcontractor cost or pricing data below the thresholds in paragraph (1) that the Contracting Officer considers necessary for adequately pricing the prime contract.
- (3) Subcontractor cost or pricing data shall be submitted in the format provided in Table 15-2 of 15.408 or the alternate format specified in the solicitation.
- (4) Subcontractor cost or pricing data shall be current, accurate, and complete as of the date of price agreement, or, if applicable, an earlier date agreed upon by the parties and specified on the Contractor's Certificate of Current Cost or Pricing Data. The Contractor shall update subcontractor's data, as appropriate, during source selection and negotiations.
- (5) If there is more than one prospective subcontractor for any given work, the Contractor need only submit to the Government cost or pricing data for the prospective subcontractor most likely to receive the award.

The Contract Pricing Proposal Cover Sheet and the Cost Element Detail should be completed in accordance with the Exhibit A-2 instructions. A summary Contract Pricing Proposal Cover Sheet for the proposed total program shall be prepared. The Cost Element Detail must be submitted for each year of the proposed total program. If the proposed total program consists of an initial period of performance (one or more base years) and option years, then a separate Contract Pricing Proposal Cover Sheet and Cost Element Detail for each of the base years and for each option year shall be prepared. Exhibit

A-4 must be submitted in support of any proposed Facilities Capital Cost of Money. The submission of Exhibit A-4 is in lieu of Form CASB-CMF.

Cost or pricing data shall be fully supported, documented, and traceable. The offeror shall reference, when applicable, page numbers, paragraphs, charts, and exhibits. The offeror should also state which cost elements are based on actual and verifiable data and which cost elements are based on projections. For projected cost elements, provide the judgmental factors applied in projecting from known data to the estimate. Also, discuss the following:

- (i) The contingencies used by the offeror in the proposed cost elements; and
- (ii) The basis of the estimate for each cost element, i.e., the labor rates, skill mix, and hours, the indirect rates, subcontractors/ consultants, material prices, escalation rates, transportation costs (air fares and per diem rates), number of travel days and destinations, etc.

(ii) **Exhibit B - Summary of Escalation Factors:**

The offeror, in its own format, shall provide a list of proposed yearly (identified as contractor fiscal year) escalation factors by cost element and the supporting rationale and historical data for each factor proposed.

(iii) **Exhibit C - Summary of Indirect Expense Bases and Pools:**

This exhibit, prepared in the offeror's own format, will contain the major indirect expense bases and pools of expenses by type and dollar amount. At a minimum, this exhibit shall contain the details of the offeror's overhead and general and administrative (G&A) rates. If separate bid and proposal (B&P) and independent research and development (IR&D) rates are utilized, the details of such rates also shall be included. This exhibit shall be prepared for the offeror's most recently completed fiscal year, the current fiscal year, and the next fiscal year. A separate Exhibit C is required for each proposed indirect cost center. The offeror also shall submit a copy of any current Government-approved indirect rate agreement.

(iv) Exhibit D - Government Property:

This exhibit shall be divided into two sections, Government Property - Furnished and Government Property - Contractor- Acquired. The presentation of the appropriate details in each section is left to the offeror's discretion.

If the offeror's proposal is based on the use of Government property, provide a list of those items in the appropriate section of this exhibit by nomenclature and estimated cost. Also state how the property will be acquired and how it will be used during contract performance. For each item of proposed Government Property - Furnished, describe the additional cost (and fee, if applicable) which would be incurred should the Government decide not to furnish the proposed property (this includes Government property currently in the offeror's possession). For each item of Government Property - Contractor-Acquired, indicate the basis for the estimated cost or cite the appropriate cross-reference to such basis as given in the cost or pricing data attached to Exhibit A. Refer to Section H (Clause H.004) and Section L (Clause L.042) of this solicitation for additional information concerning Government property.

(v) Exhibit E - Work Breakdown Structure:

The Statement of Work as set forth in this solicitation is intended to define the work scope. The offeror shall prepare as Exhibit E a schedule, by cost element detail, to WBS Level 4 for the Statement of Work. (The precise format for Exhibit E is left to the offeror's discretion.) Exhibit E shall include the dollar amounts and total labor hours required. At this time, cost information at WBS Level 3 (subtask level) is not desired; however, this data may be required at a future date.

(vi) Exhibit F - Use of Government-Owned Facilities:

Exhibit F, prepared in the offeror's own format, will identify any Government-owned facilities proposed to be used for this effort. State how the facilities will be used, what arrangements have been made to use these facilities, and the expected amount of utilization. Provide an analysis which describes the additional costs and fee which would be incurred if the Government-owned facilities can not be provided or used.

(2) Section Two - Additional Information:

The offeror shall furnish all information requested below, if applicable:

- (i) Subcontracts. In addition to the subcontractor cost or pricing data required in support of the proposal, the following information is required for planned subcontracts of \$100,000 or more:
 - (1) A brief description of the work to be subcontracted.
 - (2) The number of quotations solicited and received.
 - (3) The cost or price analysis performed by the offeror.
 - (4) The names and addresses of the subcontractors tentatively selected and the basis of selection, i.e., low bidder, delivery schedule, technical competence, etc.
 - (5) An adjective rating of the subcontractor's competence (e.g., fair, good, excellent).
 - (6) A statement as to whether or not the subcontractor is a small business concern or small disadvantaged business concern.
 - (7) The type of subcontract contemplated and estimated cost and fee or profit.
 - (8) A statement as to the subcontractor's affiliation, if any, with the offeror.
- (ii) Consultants. For each consultant proposed, the following information should be supplied with the offeror's Cost Proposal:
 - (1) Resume'.
 - (2) Details of what cost elements are included in the rate and what costs would be charged in addition to the rate.
 - (3) Five (5) invoices, submitted by the consultant to private industry that support the proposed rate, and confirmation of payment; or employment history for the previous three (3) years, covering only those times when the consultant worked

20 days or more, and salary and rate history for the previous three (3) years.

- (4) A signed consulting agreement between the offeror and the consultant (if one has been negotiated) or a summary of the status of negotiations.
 - (5) A signed statement from the consultant that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered.
 - (6) A rate comparison from the offeror which concludes that the rate proposed is comparable to the rates of other consultants doing similar types of work. The offeror may be asked to provide the names of the other consultants used in the comparison. If such conclusion cannot be supported, an explanation should be furnished as to why the rate proposed is still considered to be reasonable.
 - (7) The offeror's technical evaluation of the need to employ a consultant, which shall include the consultant's technical ability to perform the desired work, along with a statement that in-house resources are unavailable for performance of the effort or the reason why in-house resources will not be utilized.
- (3) Section Three - Exceptions and Deviations:

The offeror shall identify and explain any exceptions, deviations, or conditional assumptions taken with respect to the requirements of the solicitation relative to the Cost Proposal. Any exceptions, etc., taken must contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be deemed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may result in rejection of the proposal as unacceptable.

L.046 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME V, ENVIRONMENTAL DATA AND ANALYSES

(a) General

- (1) Volume V, Environmental Data and Analyses, consists of information provided by the offeror in the form of environmental data and analyses of the potential environmental impacts of satisfying the proposed requirements of the Statement of Work. The questions set forth in paragraph (b), Format and Content, must be addressed as part of the solicitation.
- (2) The Environmental Data and Analyses will be verified at which time DOE will prepare an environmental critique. Based on the critique, DOE will prepare an environmental synopsis. The purpose of the synopsis is to document the consideration given to environmental factors and to record the relevant environmental consequences of reasonable alternatives, including taking no action. This information will not be evaluated for the purpose of determining the successful awardee.
- (3) The offeror shall clearly identify information in this volume that is considered proprietary and should not be released to the public.

(b) Format and Content.

The Environmental Data and Analyses requested in support of the Department of Energy's National Environmental Policy Act (NEPA) implementing regulations (10 CFR 1021.216) are as follows:

- (1) If the project would occur at an existing facility, describe the facility's current use and, if applicable, state the facility's mission.
- (2) If the project would be conducted in an existing building not requiring major modification, describe the current use of the building. If not in current use, state its previous use.
- (3) If the project would require construction of a new building, provide the following information:
 - (i) Size and location of the new building. Provide a map showing the site's topographic features, and describe the existing conditions on the site.

- (ii) Present or planned land use of the area, e.g., state if the area is currently zoned for industrial use.
 - (iii) Describe whether building construction would potentially affect environmentally sensitive resources, such as properties of historic, archaeological, or architectural significance; threatened or endangered species or their habitat; flood plains and wetlands; prime agricultural lands; special sources of water, such as sole source aquifers.
- (4) If the project would require construction of a building addition, provide the following information:
 - (i) Size and location of the building addition. Provide a map showing the site's topographic features, and describe the existing conditions on the site.
 - (ii) Describe the existing building use.
 - (iii) Describe whether building construction would potentially affect environmentally sensitive resources, such as properties of historic, archaeological, or architectural significance; threatened or endangered species or their habitat; flood plains and wetlands; prime agricultural lands; special sources of water, such sole source aquifers.
- (5) If the project would require major interior modifications or clean-up of an existing building, explain the activities and any associated environment issues, such as generation and disposal of solid waste or asbestos removal.
- (6) Provide a list of hazardous wastes, and approximate quantities that would be generated by the process. Describe the storage and disposal plans for such wastes.
- (7) Explain whether conduct of the project would require new or additional permits from regulatory agencies, such as a waste water discharge permit.
- (8) Describe the facility's Emergency Response Plan and Waste Minimization Plan, if such plans are in existence.
- (9) Discuss the local population density, e.g., state the distance to nearest main population center.

(c) Mitigating/Management Actions.

- (1) Explain the environmental concerns, requirements and monitoring systems, and discuss how the fabrication plan mitigates impacts to the environment.
- (2) The methodology should include methods for mitigating and managing the environmental impact of accomplishing the tasks in the Statement of Work.

(d) Other Pertinent Information.

This section shall contain any other pertinent information on the potential environmental impacts of the proposed work, or which will supplement or aid in the understanding and evaluation of the information in paragraph (b) above.

L.047 PROPOSAL DELIVERY INFORMATION (MAY 1996)

(a) Signed Originals.

Copy No. 1 of the proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

(b) Handcarried Proposals.

If the offeror elects to forward the proposals by means other than the U.S. Mail, he assumes the full responsibility of insuring that the proposals are received by the date and time specified in Solicitation Part IV - SECTION L, Provision L.007. Such proposals must be closed and sealed as if for mailing.

L.048 AUTOMATIC DATA PROCESSING PROPOSAL INSTRUCTION (MAY 1996)

In order that the Department of Energy may properly consider available Government resources for automated data processing and associated communicating, word processing, and/or telecommunication equipment and services, the offeror shall separately identify, in summary format, in its technical proposal, the contract performance requirements for these services or equipment. This summary shall be separate to permit review by the DOE staff and shall include existing facilities as well as planned outside resources available from either Government or commercial concerns. Related and

proposed costs for these services shall be identified in the Cost proposal. The Government will utilize this information to determine proper utilization of and economy in the use of data processing equipment and/or services.

L.053 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data.

- (1)** In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - (i)** Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii)** Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A)** For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (B)** For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
 - (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
 - (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.
- L.055 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)
- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
 - (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- L.078 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

L.079 DEAR 952.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy
 DOE Oakland Operations Office
 Contracts, Acquisition and Property Division
 1301 Clay Street, Room 700N
 Oakland, CA 94612-5208
 ATTN: Contracting Officer
 Solicitation No. DE-RP03-02SF22307

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
- (c) Another copy of a protest lodged with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy
 Assistant General Counsel for Procurement
 and Finance (GC-61)
 1000 Independence Avenue, S.W.
 Washington, D.C. 20585
 FAX: (202) 586-4546

- (d) Another copy of a protest lodged with the General Services Board of Contract Appeals shall be furnished to the following address:

U.S. Department of Energy
 Assistant General Counsel for Procurement
 and Finance (GC-61)
 1000 Independence Avenue, S.W.
 Washington, D.C. 20585
 FAX: (202) 586-4546

- (e) In this procurement, you may protest to the GSBCA because of the nature of the supplies or services being procured.

L.080 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004)

SECTION M
EVALUATION FACTORS FOR AWARD

M.001 BACKGROUND /INTRODUCTION

This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915.

The instructions set forth in Section L, Instructions, Conditions, and Notices to Offerors, are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB. The Offeror must furnish adequate and specific information in its response. A proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

Any exceptions or deviations to the terms and conditions of the contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

DOE will solicit past performance information from available sources, including references and clients identified by the Offeror, and will consider such information in its evaluation. DOE may obtain relevant past performance information from available Federal Government electronic databases or readily available Government records including pertinent DOE prime contracts. DOE will review all information submitted, may contact some or all of the Contract references provided by the Offeror, and may contact references other than those identified by the Offeror.

DOE intends to evaluate proposals and award a Contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. DOE reserves the right to conduct discussions, if the Contracting Officer later determines it is necessary.

M.002 BASIS FOR CONTRACT AWARD

DOE intends to award one Contract to the responsible Offeror whose proposal is responsive to the solicitation and determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of

evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the evaluation criteria below.

In determining the best value to the Government, the Technical and Business Criteria are significantly more important than the evaluated price. The Government is more concerned with obtaining a superior technical and business proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical and business management proposal over another. Thus, to the extent that Offerors technical and business management proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor.

M.003 EVALUATION

- (a) The Technical Proposal and Business/Management Proposal will be numerically scored and adjectively rated. The Cost Proposal will not be numerically scored, adjectively rated or point scored.
- (b) In conducting this evaluation, the Government may utilize technical assistance and advice from qualified professional and scientific personnel both within and outside the Government. "Outside the Government" personnel could include contractor personnel from DOE National Laboratories and other sources approved by the Government. In view of the possibility of DOE going outside the Government for evaluation assistance, offerors are requested to state on the cover of their proposals that consent is or is not given for such "outside the Government" personnel to have access to their proposals. The offeror is advised that DOE may be unable to give full consideration to a proposal submitted without such consent. Proposal information disclosed outside the Government shall be treated in accordance with the policies and procedures set forth in Subsection 927.7000 of the DOE Acquisition Regulation.
- (c) Final ratings and awards will be the sole responsibility of officers and employees of the Department of Energy. There is no commitment on the part of DOE to make any award, or any particular number of awards, or to make an award or awards which, in the aggregate, total to any particular sum.
- (d) Award will be made to that responsible offeror, whose offer, conforming to this solicitation, is considered most advantageous to the Government, considering the Evaluation Criteria in this Section M.

M.004 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

- (a) The Technical Proposal is of greater importance than the Business/Management Proposal, which is more important than the Cost Proposal, which is more important than the Environmental Data and Analysis. The offer and other documents of the proposal is to be evaluated for adequacy and compliance with the solicitation.
- (b) Volume I of the overall proposal entitled "Offer and Other Documents" will be reviewed for adequacy and compliance with the solicitation.

M.005 EVALUATION CRITERIA

- (a) Technical Evaluation Criteria. The Technical Proposal will be numerically scored and adjectively rated in accordance with the criteria stated below:

Relative Importance of Technical Evaluation Criteria. Criterion 1 is the most important criteria. Criteria 2 and 3 are of equal importance and are each one-fourth as important as Criterion 1. Criterion 3 is one and one-half times as important as Criterion 4.

Listing of Technical Evaluation Criteria:

- (1) Criterion 1 Understanding of Requirements and Soundness of Technical Approach: Subcriteria 1.A and 1.B are of equal importance and each are one and one-half times as important as subcriterion 1.C, 1.D, or 1.E. Subcriteria 1.C, 1.D, and 1.E are of equal importance.

- 1.A Extent to which the proposed technical approach demonstrates the offeror's understanding of the requirements and knowledge of the trade-offs required to design, fabricate, and test a versatile, reliable and safe MMRTG.

Extent the design approach and preliminary design concept proposed for the MMRTG identifies and resolves issues/concerns that reflect the various launch/mission requirements, performance under various mission environments, fabrication and assembly, quality, reliability, testing, and safety under accidental failure scenarios. The extent to which the offeror's design approach demonstrates design concepts which meet the MMRTG requirements and specifications (as shown in Task 1.2 of the Statement of Work). Extent the approach identifies

and resolves issues regarding the demonstration of performance and reliability of the thermoelectric components as well as the entire thermoelectric converter.

1.B Extent of knowledge of materials, components, and manufacturing methods used in the thermoelectric converter.

Extent of understanding of the issues related to the materials and manufacturing methods used in the thermoelectric converter as evidenced by the scientific logic and detail of the proposed plans for: integrating the converter and thermoelectric components into a complete MMRTG system, and the modeling and experimental program that will be used to characterize and verify performance predictions of the thermoelectric components as well as the entire MMRTG system.

The extent to which the thermoelectric components can be produced with acceptable yields and product quality.

1.C Adequacy of the plan to fabricate, assemble, and test the thermoelectric converter and the MMRTG.

Extent the Fabrication Plan identifies issues and concerns to assure that the thermoelectric components and converter can be manufactured to meet mission requirements for quality, reliability, and process accountability.

The extent to which the thermoelectric components can be attained in a timely manner, the detailed approach for qualifying the thermoelectric components and proposed approach for fabrication, assembly, quality, reliability and performance modeling.

The extent the manufacturing, assembly, and test facilities proposed are appropriate and will be made available to the Contractor for use on this contract and the extent that such facilities meet development and production requirements.

1.D Extent to which the proposal demonstrates the offeror's knowledge of the safety analysis requirements and the review and launch approval processes for radioisotope space power systems.

Extent of knowledge of the safety analysis, nuclear risk assessment methodologies, and the review and launch approval processes for

space nuclear material payloads, as evidenced by the proposed task efforts.

1.E Extent to which the proposal demonstrates the offeror's knowledge of the integration process for space power systems.

Extent of knowledge in integrating power system components into spacecraft platforms to meet launch and mission requirements and in interfacing with organizations involved in the spacecraft development and acceptance, MMRTG fueling and acceptance, and the launch preparation processes.

The extent to which the offeror has the capability and experience to perform the function of a system integrator for a complex radioisotope space power system in all the task areas and subtasks areas required by the Statement of Work, Section J, Attachment I.

(2) Criterion 2 Organization and Personnel Qualifications: Subcriterion 2.A is twice as important as 2.B.

2.A Qualifications, availability, and commitment

Extent of the qualifications, availability, and commitment of the proposed project staff, as demonstrated by detailed resumes and percentage of time devoted to each task by principal technical and technical management personnel. Extent of availability, general experience, and qualifications of additional technical and management personnel resources available for assignment to possible vacancies created during the contract period as a result of retirements, reassignments, or similar reasons. Extent of the ability to share work loads with other projects, as necessary, as work loads fluctuate, such as the potential decrease/increase in work load between phases and/or missions.

Extent that principal personnel have worked together on other projects.

2.B The degree to which the proposal reflects an organizational structure that is consistent with the project objectives.

The degree to which the organizational structure supports the project that is responsible to project objectives but minimizes staffing requirements and appropriately uses matrixed or subcontracted staff.

(3) Criterion 3 Project Management3.A Adequacy of the Project Management Plan to accomplish the objectives in the Statement of Work while meeting the project schedule and budget.

Adequacy of the Project Management Plan (PMP) to accomplish the objectives in the Statement of Work while meeting the project schedule and budget. The extent the PMP identifies and resolves technical problems and uncertainties, realistically describes tasks, activities, and time tables, and integrates various activities and program participants. The extent the PMP provides recommendations to increase timeliness and quality of deliverables, and to reduce program cost and schedule.

(4) Criterion 4 Past Performance on Similar Contracts: Subcriteria 4.A and 4.B are of equal importance.4.A Programmatic and Technical Performance

Extent of previous performance, nature, and amount of experience in projects designing radioisotope power systems of similar technical complexity.

The extent to which the offeror has met the technical requirements of the contract and complied with contract requirements.

4.B Project Performance

Extent of demonstrated project performance within schedule and cost constraints.

- (b) Business/Management Evaluation Criteria. The Business/Management Proposal will be numerically scored and adjectively rated in accordance with the criteria stated below.

Relative Importance of Business/Management Evaluation Criteria. Criterion 1 is four times as important as Criterion 2.

Listing of Business/Management Evaluation Criteria:

- (1) Criterion 1 Business/Management Organization: Subcriteria 1.A, 1.B, 1.C, and 1.D are of equal importance.

- 1.A Overall Management: Adequacy of management capabilities and sufficient resources to successfully complete the program (management capabilities and resources include equipment, personnel, and facilities and the ability to provide a synergistic team efforts); qualifications, experience, ability to establish and control costs, schedules, and technical performance status. Proven ability to track, report, and control costs and achieve cost targets.
 - 1.B Interface Capabilities: Adequacy of resources and systems to comply with Government procurement, property, and subcontracting rules, regulations, and procedures dealing with programs having a similar scope and magnitude.
 - 1.C Interest and Commitment of Corporate Management: Demonstration of top management interest in, and commitment to support of the program.
 - 1.D Cost Control Capabilities: Demonstration of the contractor's ability to control costs. Extent to which a system is in place to track, monitor, report, and control costs. Extent to which procedures are in place for notification of potential cost overruns and cost containment procedures for actual overruns.
- (2) Criterion 2 Subcontracting and Subcontract Management: Subcriterion 2.A is twice as important as either subcriterion 2.B or 2.C, which are of equal importance.
- 2.A Subcontracting Plan: Adequacy of a complete and acceptable subcontracting plan specific to this procurement which demonstrates full support of PL 95-507 and PL 100-656, and which contains acceptable proposed dollar and percentage goals for each phase of the effort.
 - 2.B Subcontracting Selection: Adequacy of competitive methods and selections utilized to the fullest extent possible without impacting performance.
 - 2.C Small and Disadvantaged Business Participation: Adequacy of efforts made and methods employed to encourage and utilize small business and small disadvantaged business participation to support this effort.

(c) Cost Evaluation Criterion. The Cost Proposal will be evaluated to establish:

- (1) Reasonableness and realism of proposed costs.
- (2) Evaluated probable cost to the Government.

The cost/fee evaluation will not be adjectivally rated or point scored. However, the cost/fee aspects of the proposal will be considered in the overall evaluation of proposals in the trade-off process to select the best value to the Government. The Offeror's proposal that is considered to represent the best value to the Government will be selected for the contract award. The costs and associated fees will be evaluated for reasonableness, realism, and completeness.

A realism analysis will be performed on the proposed estimated Cost for the base and all options. The purpose of this realism analysis is to determine what DOE should realistically expect to pay for the proposed effort, the Offeror's understanding of the work, and the Offeror's ability to perform the Contract. Cost or pricing data as required under Section L will be used to analyze meaningful differences between proposals and the Government cost estimate. The cost realism analysis will result in a DOE determination of most probable cost for both the base case and the options. The evaluated price used in the best value tradeoff analysis will be the sum of the most probable cost for the base and all options, and the associated fees for the base case and the options.

(d) Environmental Data and Analyses Evaluation

The Environmental Data and Analyses will be reviewed and verified for completeness and accuracy, and will be used to assess:

- (1) The extent of potential impact on the environment; and
- (2) The extent of mitigating/management actions planned to minimize any adverse environmental impacts.

The Environmental Data and Analyses will be neither adjectivally rated nor point scored.